THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Republic of the Union of Myanmar Form (2)
Sr. No. 442·B
Date 11/4/2017
Myanmar Investment Commission

Permit No.1258/2017 Date 11th April 2017

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub-section (b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter U NAY HTUN MIN

(b) Citizenship MYANMAR

(c) Address NO.25/19, U WISARA HOUSING COMPLEX, DAGON TOWNSHIP, YANGON

(d) Name and Address of Principal Organization TWO TRIANGLE CO.,LTD, NO.607, MAHABANDOOLA STREET, WARD NO.36, DAGON MYOTHIT (NORTH) TOWNSHIP, YANGON REGION

(e) Place of incorporation MYANMAR

(f) Type of investment business PRODUCTION AND SALE OF PREFAB CONCRETE

(g) Place(s) at which investment is permitted PLOT NO. 50, INDUSTRIAL ZONE 1, DAGON (SEIK KAN) TOWNSHIP, YANGON REGION

(h) Amount of Foreign Capital US$ 1.40 MILLION

(i) Period for foreign capital brought in 1 YEAR

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 2.00 MILLION (INCLUDING US$ 1.40 MILLION)

(k) Construction period 12 MONTHS

(l) Validity of investment permit 30 YEARS

(m) Form of investment JOINT VENTURE

(n) Name of Company incorporated in Myanmar NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

11.4.17

Chairman

The Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၁၂၅၈/၂၀၁၇ ၂၀၁၇ ခုနှစ် ဧပြီလ ၁၁ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၁၃၊ ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် ဦးနေထွန်းမင်း

(ခ) နိုင်ငံသား မြန်မာ

(ဂ) နေရပ်လိပ်စာ အမှတ်-၂၅/၁၉၊ ဦးဝိစာရအိမ်ရာ၊ ဒဂုံမြို့နယ်၊ ရန်ကုန်မြို့

(ဃ) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ တြိဂံနှစ်လုံးကုမ္ပဏီလီမိတက်၊ အမှတ်-၆၀၇၊ မဟာဗန္ဓုလလမ်း၊ ၃၆ ရပ်ကွက်၊ ဒဂုံမြို့သစ် မြောက်ပိုင်း မြို့နယ်၊ ရန်ကုန်မြို့

(င) ဖွဲ့စည်းရာအရပ် မြန်မာနိုင်ငံ

(စ) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား ကြိုတင်ပုံစံလုပ် ကွန်ကရိထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း

(ဆ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) မြေကွက်အမှတ်-၅၀၊ စက်မှုဇုန်-(၁)၊ ဒဂုံ(ဆိပ်ကမ်း)မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ဇ) နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ အမေရိကန်ဒေါ်လာ ၁.၄၀ သန်း

(ဈ) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ ၁ နှစ်

(ည) စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်) အမေရိကန်ဒေါ်လာ ၂.၀၀ သန်းနှင့် ညီမျှသော မြန်မာကျပ်ငွေ (အမေရိကန်ဒေါ်လာ ၁.၄၀ သန်းအပါအဝင်)

(ဋ) တည်ဆောက်မှုကာလ ၁၂ လ

(ဌ) ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့် သက်တမ်း ၃၀ နှစ်

(ဍ) ရင်းနှီးမြှုပ်နှံမှုပုံစံ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) မြန်မာနိုင်ငံတွင်ဖွဲ့စည်းမည့် NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

11.4.17

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR
**MYANMAR INVESTMENT COMMISSION**
No.(1), Thitsar Road, Yankin Township, Yangon

Tel: 95-1-658128
Fax:95-1-658141

Our ref:MIC-3/FI-1422/2017(442-B)
Date : 11/5 April 2017

**Subject: Decision of the Myanmar Investment Commission on the Proposal for "Production and Sale of Prefab Concrete" under the name of "Nawarat Advance Prefab Myanmar Company Limited"**

Reference: Nawarat Advance Prefab Myanmar Company Limited's letter dated 6-12-2016

1. The Myanmar Investment Commission, at its meeting (5/2017) held on (13-3-2017), had approved that the proposal for investment in "Production and sale of Prefab Concrete" under the name of "Nawarat Advance Prefab Myanmar Company Limited" submitted by Advance Prefab Co., Ltd. (70%) from Kingdom of Thailand and Two Triangle Co., Ltd. (30%) from the Republic of the Union of Myanmar as a joint venture investment.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of the Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be 30 (thirty) years commencing from the date of the issuance of Myanmar Investment Commission's permit. The term of the Lease Agreement for land shall be initial 30 (thirty) years commencing from the date of signing of the Lease Agreement between U Kyin Sheik (Lessor) and Nawarat Advance Prefab Myanmar Company Limited (Lessee) and extendable for 10 (ten) years in two times by mutual agreement between the Lessor and the Lessee subject to the approval of Myanmar Investment Commission.

4. The annual rent for the land shall be US$ 35,400 (United States Dollar thirty-five thousand and four hundred only) of the land measuring 1.914 acres (7,745.68 square metres).

5. In issuing this "Permit," the Commission has granted the following exemptions and reliefs as per Chapter XII, section 27(a), (h), (i) and (k) of Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project:-

(a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;

(b) As per section 27(h), exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(d) As per section 27(k), exemption or relief from commercial tax on the goods produced for export.

6. Advance Prefab Co., Ltd. shall have to sign the Shareholders' Agreement with Two Triangle Co., Ltd.. In addition, Nawarat Advance Prefab Myanmar Company Limited shall have to sign the Lease Agreement for Land with U Kyin Sheik. After signing such Agreement, (5) copies shall have to be forwarded to the Commission.

7. Nawarat Advance Prefab Myanmar Company Limited shall use its best efforts for timely realization of work stated in the proposal. If none of such work has been commenced within one year from the date of issue of this "Permit", it shall become null and void.

8. Nawarat Advance Prefab Myanmar Company Limited has to abide by Chapter X, Rules 58 and 59 of the Foreign Investment Rules for construction period.

9. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be allowed more than twice except it is due to unavoidable events such as natural disasters, instabilities, riots, strikes, emergency of State condition, insurgency and outbreak of wars.

10. As per Chapter X, Rule 63 of the Foreign Investment Rules, Nawarat Advance Prefab Myanmar Company Limited cannot construct completely in time the construction period or extension period, the Commission will have to withdraw the permit issued to the investor and there is no refund for the expenses of the project.

11. The investor or promoter shall apply the commencement date of commercial operation with Form (11) for their manufacturing business and report to the Commission in accordance with Foreign Investment Rule 97.

12. Nawarat Advance Prefab Myanmar Company Limited shall endeavour to meet the targets for production and export stated on the proposal as the minimum target.

13. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of Foreign Investment Law and Nawarat Advance Prefab Myanmar Company Limited has to follow the existing Labour Laws for the recruitment of staffs and labours and for training accordingly on Chapter XIII, Rule 84 of the Foreign Investment Rules.

14. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rules 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency.

15. Whenever Nawarat Advance Prefab Myanmar Company Limited brings in foreign capital defined under Chapter I, section 2(i) of the Foreign Investment Law, other than foreign currency in the manner of paragraph 14(b) mentioned above, the Inspection Certificate endorsed and issued by an

internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

16. Nawarat Advance Prefab Myanmar Company Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of a citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

17. Nawarat Advance Prefab Myanmar Company Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost overrun, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

18. Nawarat Advance Prefab Myanmar Company Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Natural Resources and Environmental Conservation in which to conduct Environmental and Social Impact Assessment (ESIA) and Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity. It shall have to prepare, submit and perform activities in accordance with ESIA and EMP and also to abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures.

19. After getting permit from Myanmar Investment Commission, Nawarat Advance Prefab Myanmar Company Limited shall have to be registered at the Directorate of Industrial Supervision and Inspection.

20. Nawarat Advance Prefab Myanmar Company Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire prevention measures shall have to be undertaken such as water

storage tank, fire hooks, sand bags, fire extinguishers and provide training to use the fire fighting equipment and also to be appointed the fire safety officer.

21. Payment of principal and interest of the loan (if any) as well as payment for import of raw materials and spare parts etc., shall only be made out of local sales of of Nawarat Advance Prefab Myanmar Company Limited.

22. Nawarat Advance Prefab Myanmar Company Limited in consultation with Myanma Insurance shall effect such types of insurance defined under Chapter XII, Rules 79 and 80 of Foreign Investment Rules.

11.4.17

( Kyaw Win)
Chairman

**Nawarat Advance Prefab Myanmar Company Limited**

cc: 1. Office of the Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs
3. Ministry of Natural Resources and Environmental Conservation
4. Ministry of Labour, Immigration and Population
5. Ministry of Industry
6. Ministry of Commerce
7. Ministry of Planning and Finance
8. Office of the Yangon Region Government
9. Director General, Department of Environmental Conservation
10. Director General, Directorate of Labour
11. Director General, Department of Immigration
12. Director General, Directorate of Industrial Supervision and Inspection
13. Director General, Department of Trade
14. Director General, Directorate of Investment and Company Administration
15. Director General, National Archives Department
16. Director General, Customs Department
17. Director General, Internal Revenue Department

PROPOSAL OF THE PROMOTER

TO MAKE

JOINT VENTURE FOREIGN INVESTMENT

IN

THE REPUBLIC OF THE UNION OF MYANMAR

# PREFAB CONCRETE PLANT

AT

MYANMAR

SUBMITTED BY

# NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: 25 November 2016

Subject: **Submission of Investment Proposal to Myanmar Investment Commission**

Our Nawarat Advance Prefab Myanmar Co., Ltd is a JV Company with Thailand and Myanmar Investors. We have the intention to operate Prefab Concrete Manufacturing Plant at No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region

Therefore, we would like to submit the Investment Proposal (4) copies of Prefab Concrete Manufacturing Business to scrutinize according to the Foreign Investment Law.

Respectively yours

U Nay Htun Min

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: 25 November 2016

Subject: **Application for issue of Permit for Joint Venture Foreign Investment in the Republic of the Union of Myanmar.**

Dear Sir,

1. We have pleasure and honor to submit this application for the issue of the permit to operate the Prefab Concrete Manufacturing Plant with the joint investment of Myanmar and Thailand in Dagon Seikan Township, Yangon Region. Our Nawarat Advance Prefab Myanmar Company Limited is formed jointly with Two Triangle Co., Ltd, and Advance Prefab Co., Ltd. We have the intention to manufacture prefab concrete products which will be local sale in Myanmar. The Company desires to obtain an investment permit under the Republic of the Union of Myanmar Foreign Investment Law. The company has share holding of 30% contributed by Two Triangle Co., Ltd, incorporated in Myanmar and 70 % by Advance Prefab Co., Ltd, incorporated in Thailand..

2. In accordance with the Foreign Investment Law of the Republic of the Union of Myanmar, which was enacted in 2012, Nawarat Advance Prefab Myanmar Company Limited is now applying for issue of Permit under Section 9 of Foreign Investment Law.

3. Nawarat Advance Prefab Myanmar Company Limited's Memorandum of Association contains an objective to build a prefab concrete plant. As per our business intention, we hereby submit the proposal to operate prefab concrete plant in Myanmar, where the factory will locate at No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region. We have made a detailed account of our project together with financial projections.

4. The investment asset will include **USD 2 million** (United States Dollar Two Million only) including **USD 1.474 million** for its machinery and equipments, which are essentially required to install and operate for the prefab concrete manufacturing in Myanmar.

1. We attached the following relevant documents with the proposal.
    a. Reference for the business and financial standing; (Bank Grantee or Bank Recommendation);
    b. Copy of Memorandum of Association and Article of Association;
    c. Various Projections of different sectors and phases of the project;
    d. JV Agreement between the investors;

e. Land lease agreement between the land owner U Kyin Shake and Nawarat Advance Prefab Myanmar Co., Ltd;
f. Loan agreement between Advance Prefab Co., Ltd and Nawarat Advance Prefab Myanmar Co., Ltd;
g. Passport copies/CSC copies of all directors in the company.

2. Furthermore, we are willing to apply for the following exemptions or relief from taxation allowed as per Section 18 of the Foreign Investment Law.
   (a) Exemption from income tax for a period extending to 5 consecutive years inclusive of the year of commencement of services;
   (b) Exemption or relief from income tax on profit of the business if we maintained in a reserve fund and reinvested within one year;
   (c) Right to pay income tax payable in the State on behalf of foreigner employees and right to deduct such payment from the assessable income;
   (d) Right to pay income tax on the income of foreigner employees at the same rate for local citizens;
   (e) Right to deduct from the assessable income for research and development related to the business in Myanmar;
   (f) Right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained within 2 years immediately following the enjoyment of exemption or relief from income tax;
   (g) Exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction;
   (h) Exemption or relief from customs duty or other internal taxes or both on such raw materials imported for the first 3 years' commercial production following three completion of construction
   (i) Exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use for the extended business within the term permitted to the original investment enterprise extending the investment amount with the permission of the Commission;
   (j) Exemption or relief from commercial tax on the products produced for export.

3. In order to perform the investment project, the investor wishes to apply for Myanmar Investment Commission Permit under the Foreign Investment Law.

4. Therefore, the investment proposals are presented for necessary scrutiny for issue of permit for Joint Venture foreign investment.

Respectfully yours

U Nay Htun Min

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: 25 November 2016

Subject: **Undertaking of Environmental Protection**

Our Nawarat Advance Prefab Myanmar Co., Ltd is a JV Company with Thailand and Myanmar Investors. We have the intention to operate Prefab Concrete Manufacturing Plant at No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region.

The plant is situated in the Dagon Seikan Industrial Zone, Dagon Seikan Township, which is separated from the residential area, and the producing of Prefab Concrete will not produce many wastes which could make the environmental pollution in water, air and soil. We will treat the waste water to get the acceptable standard of water without damaging the environment.

We are preparing the EIA report of the Project accordance with the instruction of Environmental Conservation Department of the Ministry of Environmental Conservation and Forest Affairs..

Respectively yours

U Nay Htun Min

စာအမှတ်။
ရက်စွဲ။ ၂၀၁၇ ခုနှစ်၊ ဧပြီလ (၃) ရက်

သို့

ဉက္ကဋ္ဌ
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်

အကြောင်းအရာ။ Nawarat Advance Prefab Myanmar Co., Ltd. ၏ Prefab Concrete Plant အတွက် သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းရေး ဆိုင်ရာ လုပ်ငန်း များ ဆောင်ရွက်မှုနှင့် ပတ်သက်ပြီးတင်ပြချက်

၁။ Nawarat Advance Prefab Myanmar Co., Ltd. သည် ရန်ကုန်တိုင်းဒေသကြီး၊ ဒဂုံမြို့သစ် ဆိပ်ကမ်း မြို့နယ်၊ ဒဂုံမြို့သစ် ဆိပ်ကမ်း စက်မှုဇုန်၊ စက်မှုဇုန် (၁)။ ပန်းတည်းဝန် ဦးရွှေပင်လမ်း၊ အမှတ် (၅၀) တွင် တည်ရှိသော Prefab Concrete Plant အတွက် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ လုပ်ငန်းများဆောင်ရွက်မှုနှင့် ပတ်သက်၍ မိမိတို့၏ Development Management and Technology Co., Ltd. မှ ၂၀၁၇ ခုနှစ်၊ ဧပြီလ (၃) ရက် နေ့တွင် စတင်ပြီး အောက်ဖော်ပြပါ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဆိုင်ရာ လုပ်ငန်းများ၏ အစီရင်ခံစာများ အတွက်ဆောင်ရွက်လျက်ရှိပါသည် -

(က) ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဆိုင်ရာ စီမံထားရှိမှုများ အစီအစဉ် (Environmental Management Plan)

၂။ အထက်ပါအစီရင်ခံစာကို စတင်ဆောင်ရွက်သော ရက်မှ (၂) လ ကာလအတွင်း ပြီးစီးအောင် ဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့် -

မိတ္တူ-
အုပ်ချုပ်မှုဒါရိုက်တာ၊ Nawarat Advance Prefab Myanmar Co., Ltd.
လက်ခံ

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: 25 November 2016

Subject: **Undertaking of Fire Protection**

Our Nawarat Advance Prefab Myanmar Co., Ltd is a JV Company with Thailand and Myanmar Investors. We have the intention to operate Prefab Concrete Manufacturing Plant at No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region.

For the fire protection, we will allocate the machines and raw materials in a neat and tidy position, and electrical wiring will be well placed and checked by the certified persons in every six months not to happen any electrical fire. Fuel will be stored in a separate store which will not be near to the working area. Since the plant is not dealing with the fire hazardous materials, we will keep the fire extinguishers at the designated points (as shown in the diagram attached).

We will follow the instruction of Yangon Region Fire Brigade. We will give the fire fighting training to our employees twice a year in order to mange in case of fire. At least 20 units of fire extinguishers will be installed in many places in the factory.

Respectively yours

U Nay Htun Min

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: 25 November 2016

Subject: **Undertaking of Employees' Welfare and Deduction of Salary Tax from Employees**

Our Nawarat Advance Prefab Myanmar Co., Ltd is a JV Company with Thailand and Myanmar Investors. We have the intention to operate Prefab Concrete Manufacturing Plant at No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region.

Regarding the employees' welfare, we will abide by the Minimum Wages Law, Labor Laws, Social Security Law and other related laws in force.

We will provide a place for employees to have lunch. We will provide some food if overtime working and in some special occasions. A dorm with 10 rooms for employees will be provided.

For the health of employees, the annual medical check-up will be provided free of charge.

We surely deduct the tax from the salary of employees upon their annual salary income is over K 48,00,000 (Kyat Four Million Eight Hundred Thousand), and will duly deposit to the Internal Revenue Department.

Respectively yours

U Nay Htun Min

To

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: 25 November 2016

Subject: **Explanation of Corporate Social Responsibility (CSR)**

Our Nawarat Advance Prefab Myanmar Co., Ltd is a JV Company with Thailand and Myanmar Investors. We have the intention to operate Prefab Concrete Manufacturing Plant at No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region.

We allocate Corporate Social Responsibility (CSR) as 2 % of the Company's net profit. CSR will be used for donations to the villages between the $67^{th}$ mile to $89^{th}$ mile beside the Yangon Nay Pyi Taw express highway. We will build the clinics and donate to the monasteries around those villages.

Respectively yours

U Nay Htun Min

# ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထ ပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

# PROPOSAL OF THE PROMOTER TO MAKE FROREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (1)

Proposal of the Promoter to make Foreign
Investment in the Republic of the Union of Myanmar

To

The Chairman
Myanmar Investment Commission
Yangon

*Reference No.*
*Date: **25 November 2016***

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's

| | |
|---|---|
| (a) Name | **U Nay Htun Min** |
| (b) Father's name | **U Khin Maung Nyo** |
| (c) ID No./National Registration Card No. | **12/Ka Ta Ta (N) 012888** |
| (d) Citizenship | **Myanmar** |
| (e) Address | |
| (i) Address in Myanmar | **No. 25/19, U Wisara Housing, Dagon Township, Yangon Myanmar** |
| (ii) Residence abroad | |
| (iii) Name of Principle Organization | **Two Triangle Co., Ltd.** |
| (f) Type of Business | **Manufacturing** |
| (g) Principle company's address | **No. 607, Mahabandola Street, (36) Ward, Dagon Myothit North Township, Yangon Region, Myanmar** |

If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the joint-venture with the promoters:-

| | |
|---|---|
| (a) Name | **Mr. Nivate Lenghong** |
| (b) Father's name | |
| (c) ID No./ Passport No. | **AA 1380798** |
| (d) Citizen | **Thailand** |
| (e) Address | |
| (iv) Address in Myanmar | **NA** |
| (ii) Residence abroad | **60/61, Pracharuamjai 3 Alley,** |

Saikongdin Tai, Klongsamwa,
Bangkok, Thailand

(f) Parent company **Advance Prefab Co., Ltd.**

(g) Type of business **Concrete Production**

(h) Parent company's address **18th Floor, Bangna Towers A Building, 2/3 Moo 14, Bangna-Trad Road, Km 6.5, Bangkaew, Bangplee, Samutprakarn 10540, Thailand.**

**Remark:** The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);
(2) National Registration Card (copy) and passport (copy);
(3) Evidence about the business and financial conditions of the participants of the proposed investment business;

2. Type of proposed investment business:-
(a) Manufacturing **Production and Sale of Prefab Concrete**
(b) Service business related with manufacturing ………………………………

(c) Service ………………………………
(d) Others ……………………………………………………………………

**Remark**: Expressions about the nature of business with regard to the above paragraph (3)

3. Type of business organization to be formed:-
(a) One hundred percent ……………………………………………………
(b) Joint Venture:
(i) Foreigner and citizen **Foreigner and Citizen.**
(ii) Foreigner and Government department/organization ……………………
……………………………………………………………………………
(c) By contractual basis:
(a) Foreigner and citizen ……………………………………………………
(ii) Foreigner and Government department/organization ……………………

**Remark**: The following information need to attach for the above Paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors; **See Appendix (A)**

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft)

4. Particulars relating to company incorporation

(a) Authorized capital …………………… **USD 2,000,000 (United States Dollar Two Million only)**

(b) Type of share ……………………… **Ordinary Shares**

(c) Number of shares ………………… **2,000,000 Shares.**

……………………………………………………………………………………

**Remark**: Memorandum of Association and Article of Association of the Company shall be submitted with regard to above paragraph 5. **Attached**

5. Particulars relating to capital of the investment business

| | **US$ (Million)** |
|---|---|
| (a) Amount/percentage of local capital to be contributed | **0.60** / 30% of Total Investment |
| (b) Amount/percentage of foreign capital to be brought in | **1.40**/ 70% of Total Investment |
| Total | **2.00**…………………… |
| **(c)** Annually or period of proposed capital to be brought in | **One year from the date of MIC Permit** |
| **(d)** Last date of capital brought in | **12.1.2018** |
| (e) Proposed duration of investment | **30 Years** |
| **(f)** Commencement date of construction | **NA** |
| (g) Construction period | **12 months** |

**Remark**: Describe with annexure if it is required for the above Para 6 (c)

6. Detail list of foreign capital to be brought in-

| | **Foreign Currency (Million)** | **Equivalent Kyat (Million)** |
|---|---|---|
| (a) Foreign currency (Type and amount) | ……**0.050**….. | ……………….. |
| (b) Machinery and equipment and Value (to enclose detail list) | … **1.350** … | ……………….. |
| (c) List of initial raw materials and value (to enclose detail list) | ……………….. | ……………….. |
| (d) Value of license, intellectual property industrial design, trade mark patent rights etc. | ……………….. | ……………….. |
| (e) Value of technical know-how | ……………….. | ……………….. |
| (f) Others Building | ……………….. | ……………….. |
| Total | … **1.400**……. | ……………….. |

**Remark**: The evidence of permission shall be submitted for the above para 7 (d) and (e).

7. Details of local capital to be contributed-

| | USD (Million) |
|---|---|
| (a) Amount | **0.4217** |
| (b) Value of machinery and equipment (to enclose detail list) | **0.1276** |
| (c) Rental rate for building/land | **0.0354** |
| (d) Cost of building construction | **0.0153** |
| (e) Value of furniture and assets (to enclose detail list) | |
| (f) Value of initial raw material requirement (to enclose detail list) | |
| (g) Others | |
| Total | **0.600** |

8. Particulars about the investment business-

(a) Investment location (s) /places …… **No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region.**

(b) Type and area requirement for land or land and building

(i)Location …… **No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region**

(ii) Number of land /building and area **One Plot and 1.914 acres (7745.68 square meters)**

(a) Owner of the land **U Kyin Sheik**

(b) (aa) Name/company/department **U Kyin Sheik**

(bb) National Registration Card No. **12/Ma Ya Ka (N) 102397**

(cc) Address **No. 33, I-2, Yadana Street, (7) Mile, Mayangone Township, Yangon .**

(c) Type of land **Industrial Land**

(d) Period of land lease contract **30 years** ………………….

(e) Lease period From **Date of signing the Land Lease Agreement To initial (10 ) year Two times extension of (10) years each**

(f) Lease rate …… **USD 4.57/ Sq. M per Year, Total Annual Lease USD 35,400**

(g) Land …….**1.914 acres (7745.68 Sq. M)**

(aa)Building ………………………………………………………

(h) Ward ………………………………………………………………

(i) Township ……… **Dagon Seikan Township**

(j) State/Region …… **Yangon Region**

(k) Lessee ………… **U Nay Htun Min, Mr. Nivate Lenghong**

(aa) Name of Company **Nawarat Advance Prefab Myanmar Co., Ltd**

(bb) Father's name ………………………………………………

(cc) Citizenship ………………………………………………….

(dd) ID No./Passport No. …………………………………………

(ee) Residence Address … **07 (B), Pansodan Office Tower, No. 189-195 Pansodan Street,**

Kyauktada Township, Yangon, Myanmar

**Remark**: Following particulars have to be enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type/number of building ………… **Steel Structure/ One Factory Building (Flat) 100 ft x 200 ft**

(ii) Area ……………………………………………………………………

(d) Product to be produced /Service ……………… **Appendix (E).**.

(1) Name of product ………………………………… **Appendix (E).**...

(2) Estimate amount to be produced annually **Appendix (E).**..

(3) Type of services

(4) Estimate value of service annually

**Remark**: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/raw materials Appendix **(C)**.

**Remark**: According to the above para 9 (e) detail list of products in term of type of products quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system ………………………………………………………

(g) Technology ………………………………………………………………

(h) System of sales ………………………………… **100 % Local Sale**.

(i) Annual fuel requirement ……………………………………………………………
(to prescribe type and quantity)

**(j)** Annual electricity requirement ………………… **1440 KW/hr**

**(k)** Annual water requirement …………………… **1.5 Million Gals**
(to prescribe daily requirement, if any)

9. Detail information about financial standing-

(a) Name/company's name ……………………………………………………

(b) ID No./National Registration Card No./Passport No. ……………………………

(c) Bank Account No. ……………………………………………………………

**Remark**: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

10. Number of personnel required for the proposed economic activity:-

(a) Local personnel **(57** ) number ( **98.2** ) %

(b) Foreign experts and technicians ( **1** ) number ( **1.8** ) %

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

**Remark**: As per para 11 the following information shall be enclosed:-

(i) Number of personnel, occupation, salary etc; **Appendix (D)**

(ii) Social security and welfare arrangements for personnel;

(iii) family accompany with foreign employee;

11. Particulars relating to economic justification:-

| | **Foreign Currency** | **Equivalent Estimated Kyat** |
|---|---|---|
| (a) Annual income | **Appendix (E)....** | ...................... |
| (b) Annual expenditure | **Appendix (F)......** | ...................... |
| (c) Annual net profit | **Appendix (F)......** | ...................... |
| (d) Yearly investment | ..................... | ...................... |
| (e) Recoupment period | **4 years 5 months** | |
| (f) Other benefits (to enclose detail calculations) | ............................................ | |

12. Evaluation of environmental impact:-
(a) Organization for evaluation of environmental assessment;
(b) Duration of the evaluation for environmental assessment;
(c) Compensation program for environmental damages;
(d) Water purification system and waste water treatment system;
(e) Waste management system;
(f) System for storage of chemicals

13. Evaluation on social impact assessments;
(a) Organization for evaluation of social impact assessment;
(b) Duration of the evaluation for social impact assessment;
(c) Corporate social responsibility programme;

Signature ..........................................

Name ...... **U Nay Htun Min**

Designation **Investor**

Appendix (A)

## NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED
## LIST OF DIRECTORS

| Sr. | Name | Citizenship | Passport No./CSC No. | Address | Position | Investment Ratio |
|---|---|---|---|---|---|---|
| | <u>Advance Prefab Co., Ltd</u> | | | | | |
| 1 | Mr. Nivate Ienghong | Thailand | AA1380798 | 60/601, Pracharuamjai 3 Alley, Saikongdin Tai, Klongsamwa, Bangkok, Thailand | Director | |
| 2 | Mr. Pinyo Ruenrom | Thailand | AA1330706 | 329, Lasal 22 Alley, Bangna, Bangna, Bangkok, Thailand | Director | 70% |
| 3 | Mr. Koh Jyh Sheng Richard | Singaporean | E5531521A | 32, Hlaing Myint Moh Street 4, Ward 10, Hlaing Township, Yangon, Myanmar | Director | |
| | <u>Two Triangle Co., Ltd.</u> | | | | | |
| 4 | U Nay Htun Min | Myanmar | 12/Ka Ta Ta (N) 012888 | No. 25/19, U Wisara Housing, Dagon Township, Yangon, Myanmar | Director | 30% |
| 5 | U Soe Aung | Myanmar | 12/Ka Ma Ta (N) 044280 | No. 28, Pathein Street, Kyuntaw Ward, Sanchaung Township, Yangon, Myanmar | Director | |

**NAWARAT ADVAMCE PREFAB MYANMAR COMPANY LIMITED**
**LIST OF MACHINERY AND EQUIPMENT TO BE IMPORTED**
**FOREIGN PURCHASE**

| Sr. | Item | Condition | Imported from | Accounting Unit | Qty. | Price | Amount |
|---|---|---|---|---|---|---|---|
| | **Import** | | | | | USD | USD |
| 1 | Concrete batching plant | Reconditioned | Thailand | set | 1 | 100,000 | 100,000 |
| 2 | Cement silo 40-50 tons | Reconditioned | Thailand | set | 2 | 10,000 | 20,000 |
| 3 | Transit Mixer | Reconditioned | Thailand | set | 2 | 68,571 | 137,142 |
| 4 | Frame crane 5-10 tons | Reconditioned | Thailand | set | 1 | 15,300 | 15,300 |
| 5 | Generator set 300-500 KVA | Reconditioned | Thailand | set | 1 | 112,857 | 112,857 |
| 6 | Generator set 25 KVA | Reconditioned | Thailand | set | 1 | 8,143 | 8,143 |
| 7 | Aircompressor | Reconditioned | Thailand | set | 2 | 13,715 | 27,429 |
| 8 | Concrete compression testing machine 200-2000 tons | Reconditioned | Thailand | set | 1 | 15,657 | 15,657 |
| 9 | Concrete lab equipment | New | Thailand | Lot | 1 | 5,000 | 5,000 |
| | - Sieve 23 nos | | Thailand | set | | | |
| | - Motorized sieve shaker | | Thailand | set | | | |
| | - Double wall oven ( > 80 DM3) | | Thailand | set | | | |
| | - accessories | | Thailand | set | | | |
| 10 | Concrete testing mold - Cube | New | Thailand | set | 9 | 550 | 4,950 |
| 11 | Concrete testing mold - Cylinder | New | Thailand | set | 9 | 550 | 4,950 |
| 12 | Concrete Yard - Spun electric pole | New | Thailand | set | 1 | 850,000 | 850,000 |
| | - Mould | New | Thailand | | | | |
| | -Single spinning machine | New | Thailand | | | | |
| | -Control cabinet | New | Thailand | | | | |
| | -Circle machine | New | Thailand | | | | |
| | -Winding machine | New | Thailand | | | | |
| | -Tension machine | New | Thailand | | | | |
| | -Cold head machine | New | Thailand | | | | |
| | -Steel bar straightening machine | New | Thailand | | | | |
| | -Boiler | Reconditioned | Thailand | | | | |
| | -Accessories | New | Thailand | | | | |
| 13 | Stressing machine for pile yard | New | Thailand | set | 2 | 24,286 | 48,572 |
| | | | | | | | 1,350,000 |

Appendix (B 1)

NAWARAT ADVAMCE PREFAB MYANMAR COMPANY LIMITED
LIST OF MACHINERY AND EQUIPMENT
LOCAL PURCHASE

| Sr. | Item | | | Accounting Unit | Qty | Price | Amount |
|---|---|---|---|---|---|---|---|
| | **Local Purchase** | | | | | USD | USD |
| | a) Guttry Crane | | | | | | |
| 1 | Front Wheel | | | no | 2 | 675 | 1,350 |
| 2 | Rear Wheel | | | no | 2 | 45 | 90 |
| 3 | Gear Box with motor, 3 HP, 3Ø, | | | set | 2 | 1,107 | 2,214 |
| 4 | Hoist 5 Tons | | | set | 1 | 4,095 | 4,095 |
| 5 | Hoist 3 Tons | | | set | 1 | 3,060 | 3,060 |
| 6 | Hoist (parts) | | | lot | 1 | 1,485 | 1,485 |
| 7 | Electric Control and Wires for Guttry | | | set | 1 | 1,755 | 1,755 |
| 8 | P.C Wire Stressed Machine, Super Line 5 HP | | | no | 1 | 1,890 | 1,890 |
| 9 | Comressor Test 150 Tons, VENZ, Model SC 1 | | | no | 1 | 2,700 | 2,700 |
| 10 | Vibrator | | | lot | 1 | 1,250 | 1,250 |
| 11 | Crane Frame with Rail Line Installation | | | | 1 | 13,358 | 13,358 |
| | **Sub Total** | | | | | | **33,247** |
| | b) Miscellencous (Equipments) | | | | | | |
| 1 | Concrete Vibrator | | | set | 1 | 1,665 | 1,665 |
| 2 | Cube Mould (for test concrete) | | | no | 6 | 45 | 270 |
| 3 | Anchor Grips (for 4 mm wire) | | | set | 200 | 8.78 | 1,755 |
| 4 | Machine Installation & Supervision | | | | 1 | 1,890 | 1,890 |
| 5 | Freights Charges | | | | 1 | 1,242 | 1,242 |
| 6 | Concrete Mixer | | | set | 1 | 1,516 | 1,516 |
| 7 | Run Cutter Machine | | | set | 2 | 51.5 | 103 |
| 8 | Water Pump | | | set | 1 | 56 | 56 |
| 9 | Welding Machine | | | set | 1 | 433 | 433 |
| 10 | Drill Machine | | | set | 1 | 33 | 33 |
| 11 | 3 HP Motor | | | set | 1 | 152 | 152 |
| 12 | Concrete Mixer 0.5 m3 | | | set | 1 | 2,993 | 2,993 |
| 13 | Generator 50 KVA | | | set | 1 | 3,744 | 3,744 |
| 14 | Generator 25 KVA | | | set | 1 | 750 | 750 |
| 15 | Gas Cylinder | | | no | 2 | 320 | 320 |
| | **Sub Total** | | | | | | **16,922** |
| | c) Machine Equipments (Line) | | | | | | |
| 1 | Grnder | | | set | 2 | 244 | 488 |
| 2 | Drilling Machine LACELA | | | Set | 1 | 31 | 31 |
| 3 | Trble Sawing Machine | | | set | 1 | 120 | 120 |
| 4 | Vibrator | | | set | 1 | 125 | 125 |
| 5 | Chain Block | | | set | 1 | 57 | 57 |
| 6 | Ginding Wheel | | | set | 1 | 29 | 29 |
| 7 | Concrete Bucket | | | set | 1 | 711 | 711 |
| 8 | Small Crane | | | Piece | 6 | 190 | 1141 |
| 9 | Pressue Handle, Tiger 5 ft | | | no | 1 | 15 | 15 |
| 10 | Anchor Grip 5 mm | | | no | 5.07 | 135 | 684 |
| 11 | Concrete Foundation for Mould | | | no | 1 | 38909 | 38909 |
| 12 | Steel Plate Mould For Plankm Beam, Fence Pole | | | no | 38 | 838.4 | 31859 |
| 13 | Stacking Timber (Hard Wood) | | | ton | 1.58 | 151.3 | 239 |
| | **Sub Total** | | | | | | 74408 |
| | **Grand Total** | | | | | | **1,474,577** |

Appendix (C)

## NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED
## RAW MATERIALS

**Imported**

| Sr. | Materials | Accounting Unit | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Additive | m3 | 32.04 | 44.86 | 44.86 | 44.86 | 44.86 | 44.86 | 44.86 | 44.86 | 44.86 | 44.86 |
| 2 | Pc. Wire | Ton | 398.10 | 557.34 | 557.34 | 557.34 | 557.34 | 557.34 | 557.34 | 557.34 | 557.34 | 557.34 |
| 3 | Rebar (Cold Draw) | Ton | 161.16 | 225.62 | 225.62 | 225.62 | 225.62 | 225.62 | 225.62 | 225.62 | 225.62 | 225.62 |
| | Local Purchase | | | | | | | | | | | |
| 1 | Cement | Ton | 2403.60 | 3365.04 | 3365.04 | 3365.04 | 3365.04 | 3365.04 | 3365.04 | 3365.04 | 3365.04 | 3365.04 |
| 2 | Sand | Ton | 4486.74 | 6281.436 | 6281.436 | 6281.436 | 6281.436 | 6281.436 | 6281.436 | 6281.436 | 6281.436 | 6281.436 |
| 3 | Aggregrate | Ton | 7691.58 | 10768.212 | 10768.212 | 10768.212 | 10768.212 | 10768.212 | 10768.212 | 10768.212 | 10768.212 | 10768.212 |

**Import Purchase Price** (in USD)

| Sr. | Materials | Unit | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Additive | Litre | 991.56 | 991.56 | 991.56 | 991.56 | 991.56 | 991.56 | 991.56 | 991.56 | 991.56 | 991.56 |
| 2 | Pc. Wire | Ton | 789.10 | 789.10 | 789.10 | 789.10 | 789.10 | 789.10 | 789.10 | 789.10 | 789.10 | 789.10 |
| 3 | Rebar (Cold Draw) | Ton | 645.62 | 645.62 | 645.62 | 645.62 | 645.62 | 645.62 | 645.62 | 645.62 | 645.62 | 645.62 |

**Local Purchase Price** (in USD)

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Cement | Ton | 106.33 | 106.33 | 106.33 | 106.33 | 106.33 | 106.33 | 106.33 | 106.33 | 106.33 | 106.33 |
| 2 | Sand | Ton | 4.31 | 4.31 | 4.31 | 4.31 | 4.31 | 4.31 | 4.31 | 4.31 | 4.31 | 4.31 |
| 3 | Aggregrate | Ton | 15.09 | 15.09 | 15.09 | 15.09 | 15.09 | 15.09 | 15.09 | 15.09 | 15.09 | 15.09 |

**Import Purchase Value** (in USD)

| Sr. | Materials | Unit | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Additive | Litre | 31770 | 44477 | 44477 | 44477 | 44477 | 44477 | 44477 | 44477 | 44477 | 44477 |
| 2 | PC Wire | Ton | 314141 | 439797 | 439797 | 439797 | 439797 | 439797 | 439797 | 439797 | 439797 | 439797 |
| 3 | Rebar (Cold Draw) | Ton | 104048 | 145667 | 145667 | 145667 | 145667 | 145667 | 145667 | 145667 | 145667 | 145667 |
| | **Sub-Total** | | **449958** | **629942** | **629942** | **629942** | **629942** | **629942** | **629942** | **629942** | **629942** | **629942** |

**Local Purchase Value** (in USD)

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Cement | Ton | 255575 | 357805 | 357805 | 357805 | 357805 | 357805 | 357805 | 357805 | 357805 | 357805 |
| 2 | Fine Aggregrate | Ton | 19338 | 27073 | 27073 | 27073 | 27073 | 27073 | 27073 | 27073 | 27073 | 27073 |
| 3 | Corase Aggregrate | Ton | 116066 | 162492 | 162492 | 162492 | 162492 | 162492 | 162492 | 162492 | 162492 | 162492 |
| | **Sub Total** | | **390979** | **547370** | **547370** | **547370** | **547370** | **547370** | **547370** | **547370** | **547370** | **547370** |
| | **Total** | | **840,937** | **1,177,312** | **1,177,312** | **1,177,312** | **1,177,312** | **1,177,312** | **1,177,312** | **1,177,312** | **1,177,312** | **1,177,312** |

APPENDIX (D)

NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED
LIST OF EMPLOYEE
LOCAL EMPLOYEE

| Sr. | Title | Monthly Salary (USD) | Monthly Salary (MMK) | Number of Person | Yearly Salary (USD) | Total Salary (USD) | Total Salary (MMK) |
|---|---|---|---|---|---|---|---|
| 1 | Manager | 1,500 | 1,950,000 | 1 | 18,000 | 18,000 | 23,400,000 |
| 2 | HR Manager | 1,000 | 1,300,000 | 1 | 12,000 | 12,000 | 15,600,000 |
| 3 | Supervisiors | 278 | 361,400 | 5 | 3,336 | 16,680 | 21,684,000 |
| 4 | Sale Clerk | 203 | 263,900 | 1 | 2,436 | 2,436 | 3,166,800 |
| 5 | Skilled Labour | 203 | 263,900 | 5 | 2,436 | 12,180 | 15,834,000 |
| 6 | General Labour ( Parmenant Staff) | 127 | 165,100 | 20 | 1,524 | 30,480 | 39,624,000 |
| 7 | General Labour (Daily Charge) | 203 | 263,900 | 18 | 2,436 | 43,848 | 57,002,400 |
| 8 | Accountant | 203 | 264,160 | 1 | 2,438 | 2,438 | 3,169,920 |
| 9 | Laboratory Workers | 169 | 220,078 | 2 | 2,031 | 4,063 | 5,281,879 |
| 10 | General Admin Employee | 127 | 165,100 | 1 | 1,524 | 1,524 | 1,981,200 |
| 11 | Storekeeper | 152 | 198,120 | 1 | 1,829 | 1,829 | 2,377,440 |
| 12 | Driver | 279 | 363,220 | 1 | 3,353 | 3,353 | 4,358,640 |
| | **Total** | | **5,778,878** | **57** | **53,343** | **148,831** | **193,480,279** |

**1 USD = K 1300 Exchange rate on 22 Nov 2016**

NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED
LIST OF EMPLOYEE
FOREIGN EMPLOYEE

| Sr. | Title | Monthly Salary (USD) | Monthly Salary (MMK) | Number of Person | Yearly Salary (USD) | Total Salary (USD) | Total Salary (MMK) |
|---|---|---|---|---|---|---|---|
| 1 | Concrete Expert | 1,500 | 1,950,000 | 1 | 18,000 | 18,000 | 23,400,000 |
| | **Total** | | | | | **18,000** | 23,400,000 |
| | **Grand Total** | | | | | **166831** | 216,880,279 |

APPENDIX (D 1)

**NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED**
**EXTRAPOALTION OF EMPLOYEE SALAY**
**LOCAL & FOREIGN EMPLOYEE**

(in MMK)

| Sr. | Title Local /Forign | Monthly Salary | Number of Person | Yearly Salary | Total Salary | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Manager | 1,950,000 | 1 | 23,400,000 | 23,400,000 | 23,400,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 |
| 2 | HR Manager | 1,300,000 | 1 | 15,600,000 | 15,600,000 | 15,600,000 | 16,692,000 | 16,692,000 | 16,692,000 | 16,692,000 | 16,692,000 | 16,692,000 | 16,692,000 | 16,692,000 | 16,692,000 |
| 3 | Supervisiors | 361,400 | 5 | 4,336,800 | 21,684,000 | 21,684,000 | 23,201,880 | 23,201,880 | 23,201,880 | 23,201,880 | 23,201,880 | 23,201,880 | 23,201,880 | 23,201,880 | 23,201,880 |
| 4 | Sale Clerk | 263,900 | 1 | 3,166,800 | 3,166,800 | 3,166,800 | 3,388,476 | 3,388,476 | 3,388,476 | 3,388,476 | 3,388,476 | 3,388,476 | 3,388,476 | 3,388,476 | 3,388,476 |
| 5 | Skilled Labour | 263,900 | 5 | 3,166,800 | 15,834,000 | 15,834,000 | 16,942,380 | 16,942,380 | 16,942,380 | 16,942,380 | 16,942,380 | 16,942,380 | 16,942,380 | 16,942,380 | 16,942,380 |
| 6 | General Labour | 165,100 | 20 | 1,981,200 | 39,624,000 | 39,624,000 | 42,397,680 | 42,397,680 | 42,397,680 | 42,397,680 | 42,397,680 | 42,397,680 | 42,397,680 | 42,397,680 | 42,397,680 |
| 7 | General Labour | 263,900 | 18 | 3,166,800 | 57,002,400 | 57,002,400 | 60,992,568 | 60,992,568 | 60,992,568 | 60,992,568 | 60,992,568 | 60,992,568 | 60,992,568 | 60,992,568 | 60,992,568 |
| 8 | Accountant | 264,160 | 1 | 3,169,920 | 3,169,920 | 3,169,920 | 3,391,814 | 3,391,814 | 3,391,814 | 3,391,814 | 3,391,814 | 3,391,814 | 3,391,814 | 3,391,814 | 3,391,814 |
| 9 | Laboratory Workers | 220,078 | 2 | 2,640,940 | 5,281,879 | 5,281,879 | 5,651,611 | 5,651,611 | 5,651,611 | 5,651,611 | 5,651,611 | 5,651,611 | 5,651,611 | 5,651,611 | 5,651,611 |
| 10 | General Admin Employee | 165,100 | 1 | 1,981,200 | 1,981,200 | 1,981,200 | 2,119,884 | 2,119,884 | 2,119,884 | 2,119,884 | 2,119,884 | 2,119,884 | 2,119,884 | 2,119,884 | 2,119,884 |
| 11 | Storekeeper | 198,120 | 1 | 2,377,440 | 2,377,440 | 2,377,440 | 2,543,861 | 2,543,861 | 2,543,861 | 2,543,861 | 2,543,861 | 2,543,861 | 2,543,861 | 2,543,861 | 2,543,861 |
| 12 | Driver | 363,220 | 1 | 4,358,640 | 4,358,640 | 4,358,640 | 4,663,745 | 4,663,745 | 4,663,745 | 4,663,745 | 4,663,745 | 4,663,745 | 4,663,745 | 4,663,745 | 4,663,745 |
| | Sub-Total | 5,778,878 | 57 | 69,346,540 | 193,480,279 | 193,480,279 | 207,023,899 | 207,023,899 | 207,023,899 | 207,023,899 | 207,023,899 | 207,023,899 | 207,023,899 | 207,023,899 | 207,023,899 |
| | Concrete Expert (Foreigner) | 1,950,000 | 1 | 23,400,000 | 23,400,000 | 23,400,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 |
| | Sub-Total | 1,950,000 | 1 | 23,400,000 | 23,400,000 | 23,400,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 | 25,038,000 |
| | Grand Total | 7,728,878 | 58 | 92,746,540 | 216,880,279 | 216,880,279 | 232,061,899 | 232,061,899 | 232,061,899 | 232,061,899 | 232,061,899 | 232,061,899 | 232,061,899 | 232,061,899 | 232,061,899 |

**NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED**

**PRODUCTION AND INCOME**

| Particulars | Standard Sale Price (USD) | Qty /Month | Accounting Unit | Yr 1 | | | Yr 2 | | | Yr 3 | | | Yr 4 | | | Yr 5 | | | Yr 6 | | | Yr 7 | | | Yr 8 | | | Yr 9 | | | Yr 10 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Actual Sale Price | Qty | Value | Actual Sale Price | Qty | Value | Actual Sale Price | Qty | Value | Actual Sale Price | Qty | Value | Actual Sale Price | Qty | Value | Actual Sale Pric | Qty | Value | Actual Sale Price | Qty | Value | Actual Sale Price | Qty | Value | Actual Sale Price | Qty | Value | Actual Sale Price | Qty | Value |
| **Revenue** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Electrical Pole 12 m. Type 1 | 118.14 | 780 | Pcs | 71 | 780 | 663,474 | 100 | 780 | 939,922 | 100 | 780 | 939,922 | 60 | 780 | 939,922 | 95 | 780 | 995,211 | 57 | 780 | 884,632 | 80 | 780 | 884,632 | 80 | 780 | 884,632 | 48 | 780 | 884,632 | 76 | 780 | 884,632 |
| Electrical Pole 10 m. | 67.93 | 260 | Pcs | 41 | 260 | 127,165 | 58 | 260 | 180,150 | 58 | 260 | 180,150 | 35 | 260 | 180,150 | 54 | 260 | 190,747 | 33 | 260 | 169,553 | 46 | 260 | 169,553 | 46 | 260 | 169,553 | 28 | 260 | 169,553 | 43 | 260 | 169,553 |
| [illegible]ctrical [illegible] 9 m. | 62.03 | 260 | Pcs | 37 | 260 | 116,120 | 53 | 260 | 164,504 | 53 | 260 | 164,504 | 32 | 260 | 164,504 | 50 | 260 | 174,180 | 30 | 260 | 154,827 | 42 | 260 | 154,827 | 42 | 260 | 154,827 | 25 | 260 | 154,827 | 40 | 260 | 154,827 |
| Electrical Pole 12 m. Type 2 | 88.61 | 832 | Pcs | 53 | 832 | 530,809 | 75 | 832 | 751,980 | 75 | 832 | 751,980 | 45 | 832 | 751,980 | 71 | 832 | 796,214 | 43 | 832 | 707,746 | 60 | 832 | 707,746 | 60 | 832 | 707,746 | 36 | 832 | 707,746 | 57 | 832 | 707,746 |
| Pile | 44.3 | 936 | Pcs | 27 | 936 | 298,547 | 38 | 936 | 422,941 | 38 | 936 | 422,941 | 23 | 936 | 422,941 | 35 | 936 | 447,820 | 21 | 936 | 398,062 | 30 | 936 | 398,062 | 30 | 936 | 398,062 | 18 | 936 | 398,062 | 28 | 936 | 398,062 |
| **Total Revenues** | | | | | | 1,736,115 | | | 2,459,497 | | | 2,459,497 | | | 2,459,497 | | | 2,604,173 | | | 2,314,820 | | | 2,314,820 | | | 2,314,820 | | | 2,314,820 | | | 2,314,820 |

## NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

### Profit and Loss Account

| Particulars | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | USD | USD | USD | USD | USD | USD | USD | USD | USD | USD | USD |
| Income | | | | | | | | | | | |
| Local Sale | 1,736,115 | 2,459,497 | 2,459,497 | 2,459,497 | 2,604,173 | 2,314,820 | 2,314,820 | 2,314,820 | 2,314,820 | 2,314,820 | 23,292,880 |
| | | | | | | | | | | | |
| **Total Income** | **1,736,115** | **2,459,497** | **2,459,497** | **2,459,497** | **2,604,173** | **2,314,820** | **2,314,820** | **2,314,820** | **2,314,820** | **2,314,820** | **23,292,880** |
| | | | | | | | | | | | |
| Expenditure | | | | | | | | | | | |
| Raw Material | 840,937 | 1,177,312 | 1,177,312 | 1,177,312 | 1,177,312 | 1,177,312 | 1,177,312 | 1,177,312 | 1,177,312 | 1,177,312 | 11,436,743 |
| Land Lease | 35,448 | 35,448 | 35,448 | 35,448 | 35,448 | 35,448 | 35,448 | 35,448 | 35,448 | 35,448 | 354,480 |
| Labor | 166,831 | 178,509 | 178,509 | 178,509 | 178,509 | 178,509 | 178,509 | 178,509 | 178,509 | 178,509 | 1,773,413 |
| Electricity | 500,000 | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 550,000 | 5,450,000 |
| Fuel (Diesel) | 12,660 | 12,660 | 12,660 | 12,660 | 12,660 | 12,660 | 12,660 | 12,660 | 12,660 | 12,660 | 126,600 |
| Repair & Maintenance | 5,628 | 5,628 | 5,628 | 6,191 | 6,191 | 6,191 | 6,191 | 6,191 | 6,191 | 6,191 | 60,220 |
| Transport | 8,400 | 8,400 | 8,400 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 89,880 |
| Depreciation | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 1,493,023 |
| Miscellaneous | 5,000 | 5,500 | 5,500 | 5,500 | 5,500 | 5,500 | 5,500 | 5,500 | 5,500 | 5,500 | 54,500 |
| **Commercial Tax** | 86,806 | 122,975 | 122,975 | 122,975 | 130,209 | 115,741 | 115,741 | 115,741 | 115,741 | 115,741 | 1,164,644 |
| **Total** | **1,811,012** | **2,245,734** | **2,245,734** | **2,247,137** | **2,254,371** | **2,239,903** | **2,239,903** | **2,239,903** | **2,239,903** | **2,239,903** | **22,003,503** |
| **Gross Profit** | **(74,897)** | **213,763** | **213,763** | **212,360** | **349,802** | **74,917** | **74,917** | **74,917** | **74,917** | **74,917** | 1,289,377 |
| **Income Tax** | | | | | | **18,729** | **18,729** | **18,729** | **18,729** | **18,729** | 93,647 |
| Net Profit | **(74,897)** | **213,763** | **213,763** | **212,360** | **349,802** | **56,188** | 56,188 | 56,188 | **56,188** | 56,188 | 1,195,730 |
| **CSR 2% of Net Profit** | **(1,498)** | **4,275** | **4,275** | **4,247** | 6,996 | **1,124** | 1,124 | 1,124 | **1,124** | **1,124** | 23,915 |

Note

**Land Cost = Land lease = 35448 USD per Year**

**Depreciation: Machinery and Equipment, Furniture and Builidng = average 10%**

**Income Tax = 25 % of Gross Profit**

**Commercial Tax = 5%**

APPENDIX (G)

## NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

### Cash Flow Statement

| Particular | Construction Period | Operatiing Period | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | Total | Total | Total | Total | Total | Total | Total | Total | Total | Total |
| | USD | USD | USD | USD | USD | USD | USD | USD | USD | USD | USD |
| Cash Inflow | 0 | 74,406 | 513,065 | 513,065 | 511,662 | 649,105 | 305,490 | 305,490 | 305,490 | 305,490 | 205,490 |
| | | | | | | | | | | | |
| **Net Profit after Tax** | | **(74,897)** | **213,763** | **213,763** | **212,360** | **349,802** | **56,188** | **56,188** | **56,188** | **56,188** | **56,188** |
| **Depreciation** | | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 | 149,302 |
| **Loan Repayment** | | | 150,000 | 150,000 | 150,000 | 150,000 | 100,000 | 100,000 | 100,000 | 100,000 | |
| Cash Outlflow | **2,000,000** | | | | | | | | | | |
| Capital Contributior | 2,000,000 | | | | | | | | | | |
| Net Cash Flow | **(2,000,000)** | **74,406** | **513,065** | **513,065** | **511,662** | **649,105** | **305,490** | **305,490** | **305,490** | **305,490** | **205,490** |

**Recoupment Period = 4 years 5 months**

APPENDIX (H)

NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

Calcualtion of Internal Rate of Return

| Year | Cash Inflow | Cash Outflow | Net Cash Flow | DF 10% | | DF 20% | |
|---|---|---|---|---|---|---|---|
| | | | | Rate | PV | Rate | PV |
| | | 2000000 | -2000000 | 0.909091 | -1818182 | 0.833 | -1666000 |
| 1 | 74406 | | 74406 | 0.826446 | 61492 | 0.694 | 51637 |
| 2 | 513065 | | 513065 | 0.751315 | 385473 | 0.578 | 296551 |
| 3 | 513065 | | 513065 | 0.683013 | 350430 | 0.482 | 247297 |
| 4 | 511662 | | 511662 | 0.620921 | 317702 | 0.401 | 205176 |
| 5 | 649105 | | 649105 | 0.564474 | 366403 | 0.334 | 216801 |
| 6 | 305490 | | 305490 | 0.513158 | 156765 | 0.279 | 85232 |
| 7 | 305490 | | 305490 | 0.466507 | 142513 | 0.232 | 70874 |
| 8 | 305490 | | 305490 | 0.424098 | 129558 | 0.193 | 58960 |
| 9 | 305490 | | 305490 | 0.385543 | 117780 | 0.161 | 49184 |
| 10 | 305490 | | 305490 | 0.350494 | 107073 | 0.134 | 40936 |
| | | | | | 317006 | | -343352 |

**IRR = 15 %**

APPENDIX (I)

# NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

## LIST OF FURNITURE & OFFICE EQUIPMENT

## LOCAL PURCHASE

(in USD)

| Sr. | Item | Accounting Unit | Unit Price | Quantity | Value |
|---|---|---|---|---|---|
| | a) Office furniture | | | | |
| 1 | Wood Table (Small) | No | 47.5 | 2 | 95 |
| 2 | Wood Table (Big) | No | 94.7 | 3 | 284 |
| 3 | Steel Table | No | 284.0 | 1 | 284 |
| 4 | Freezer | No | 237.0 | 1 | 237 |
| 5 | Sofa | Set | 28.5 | 2 | 57 |
| 6 | Wood Chair | No | 47.0 | 1 | 47 |
| 7 | Fan | No | 19.0 | 1 | 19 |
| 8 | Kettle | No | 19.0 | 1 | 19 |
| 9 | Standard Locker For Worker | No | 259.0 | 1 | 259 |
| | Sub Total | | | | **1301** |
| | b) Office Equipment | | | | |
| 1 | Fax Phone | No | 125.0 | 1 | 125 |
| 2 | Fire Extinguisher | No | 57.0 | 1 | 57 |
| 3 | Description | set | 255.0 | 1 | 255 |
| 4 | Air Con | No | 237.5 | 2 | 475 |
| 5 | CCTV | No | 419.0 | 1 | 419 |
| 6 | Computer for CCTV | No | 142.0 | 1 | 142 |
| 7 | Finger Print Machine | Set | 208.0 | 1 | 308 |
| | Sub Total | | | | **1781** |
| | **Grand Total** | | | | **3082** |

APPENDIX (J)

NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

LIST OF BUILDING & OTHERS (RENOVATED)

(in USD)

| Sr. | Item | Accounting Unit | Price | Quantity | Value |
|---|---|---|---|---|---|
| 1 | Staff Building (15' x 60') | Nos. | 4,664 | 1 | 4,664 |
| 2 | Overhead Water Tank (4m3) | Nos. | 2,610 | 2 | 5,219 |
| 3 | Office Building (40'x 32'x 26') | Nos. | 5481 | 1 | 5,481 |
| | **Total** | | | | **15,364** |

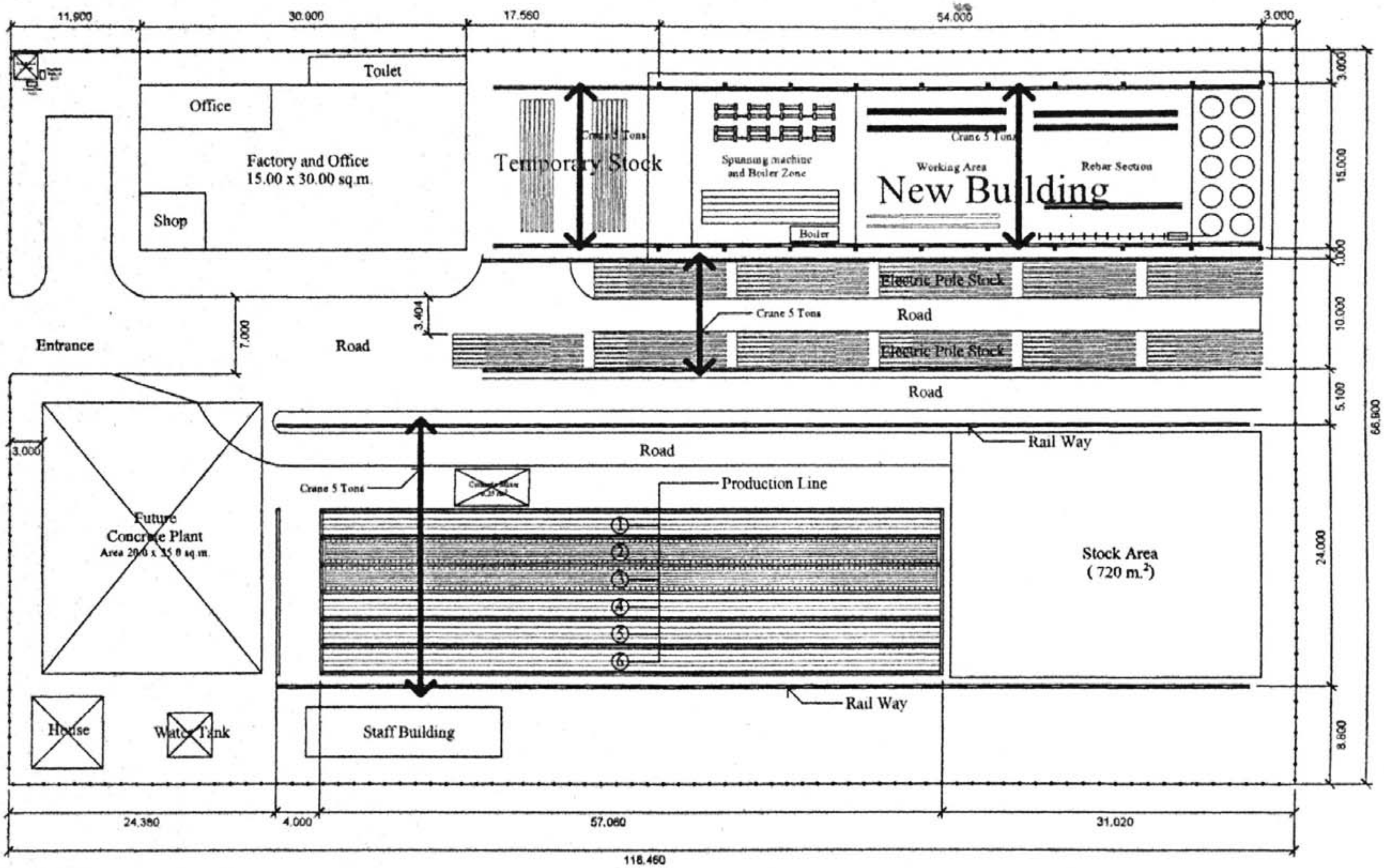
Appendix (K)

**NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED**

**INVESTMENT STRUCTURE**

(in USD Million)

| Investment | | Local | Foreign | JV | |
|---|---|---|---|---|---|
| Land | 0.0354 | 0.0354 | | Land | 0.354 |
| Machinery & Equipment | 1.474 | 0.1276 | 1.35 | Machinenery & Equipment (Loan) | 1 |
| Building | 0.0153 | 0.0153 | | Building | 0.0153 |
| Cash | 0.4753 | 0.4217 | 0.05 | Cash | 0.6307 |
| Total | 2 | 0.6 | 1.4 | Total | 2 |




# Layout Plan Concrete Yard at Myanmar

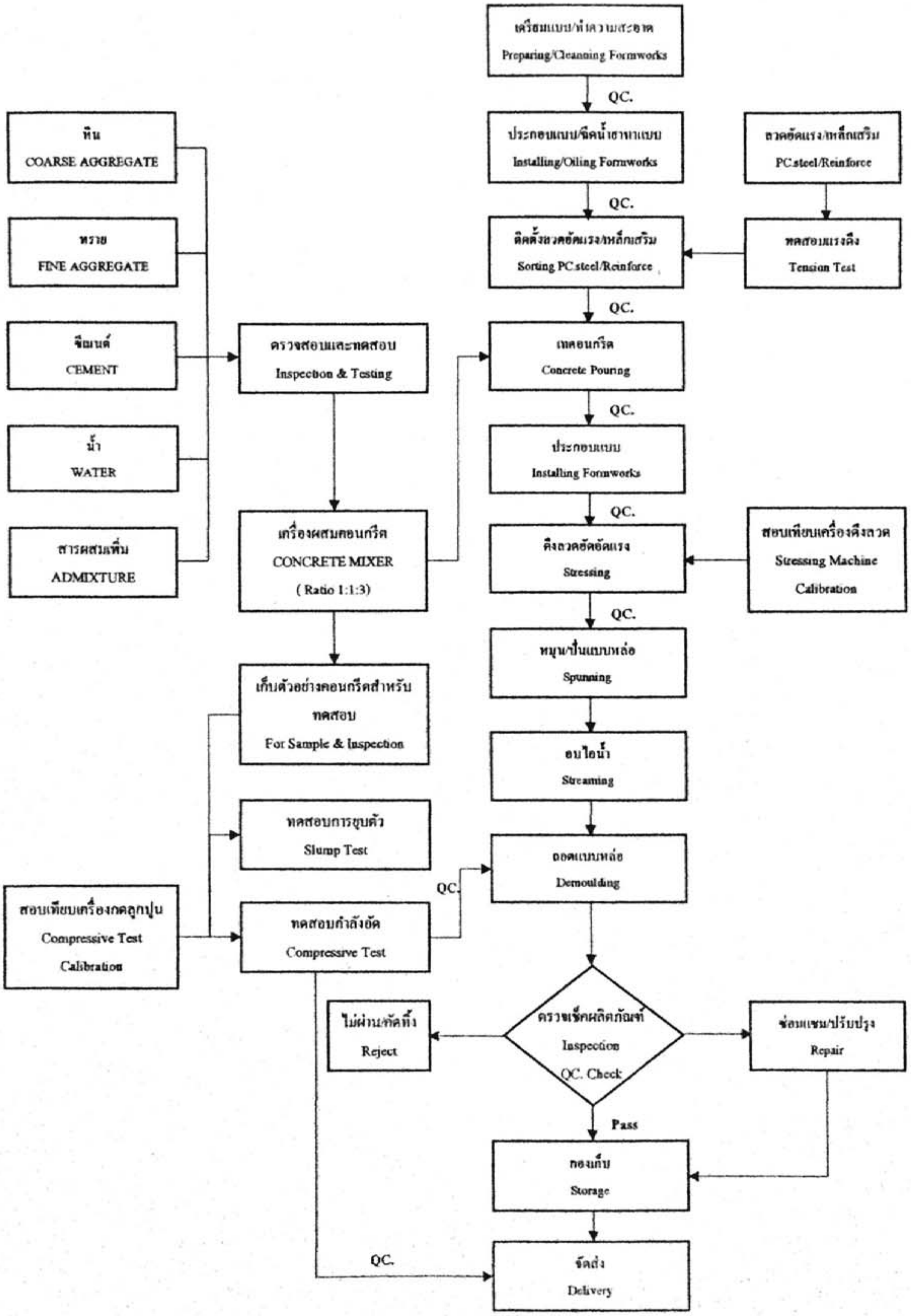
Unit : Meter

NAWARAT ADVANCE PREFAB COMPANY LIMITED

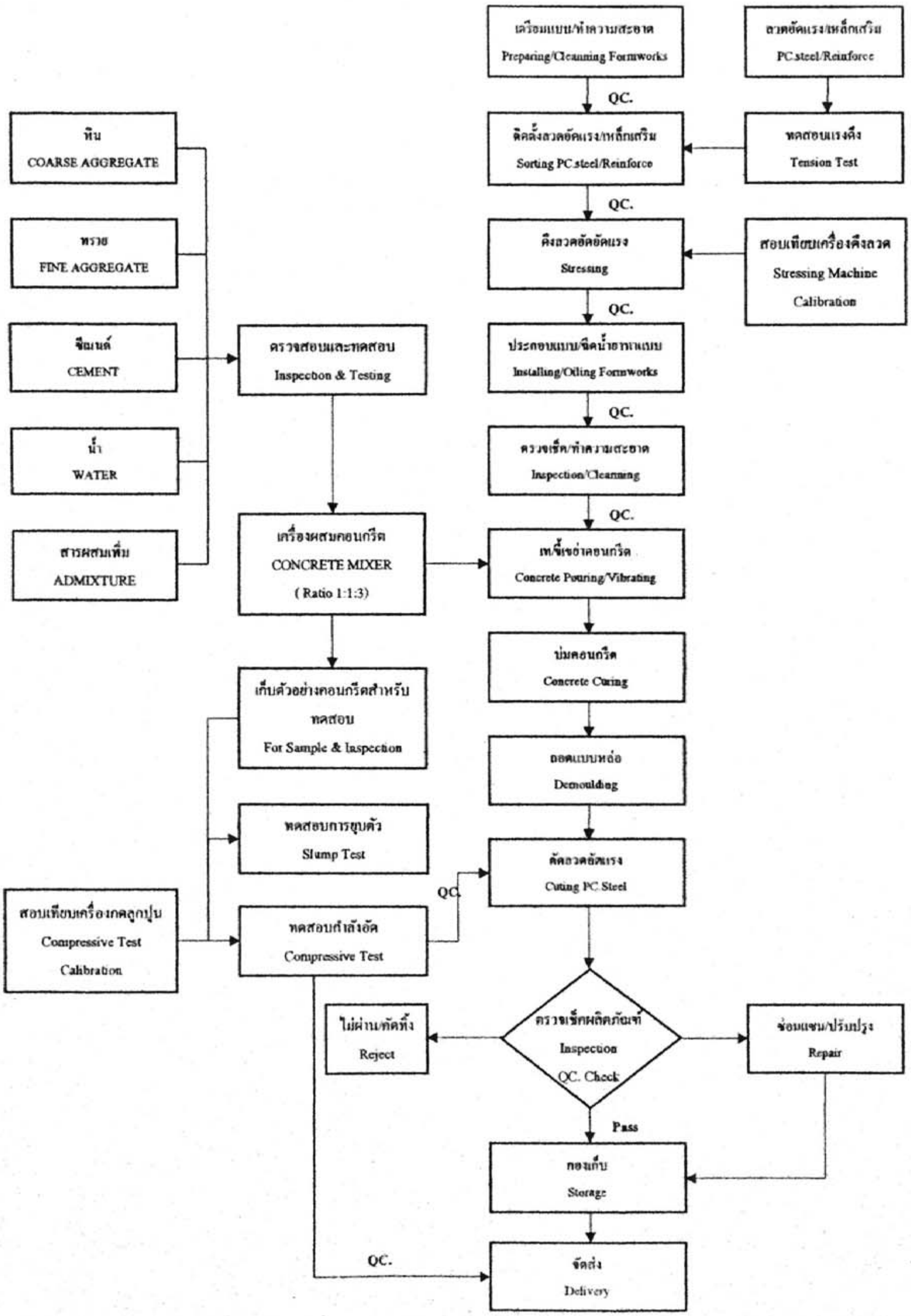
SUBJECT : Factory Layout Plan

SCALE NTS | DWG. - | REV. | SHEET ___ OF ___

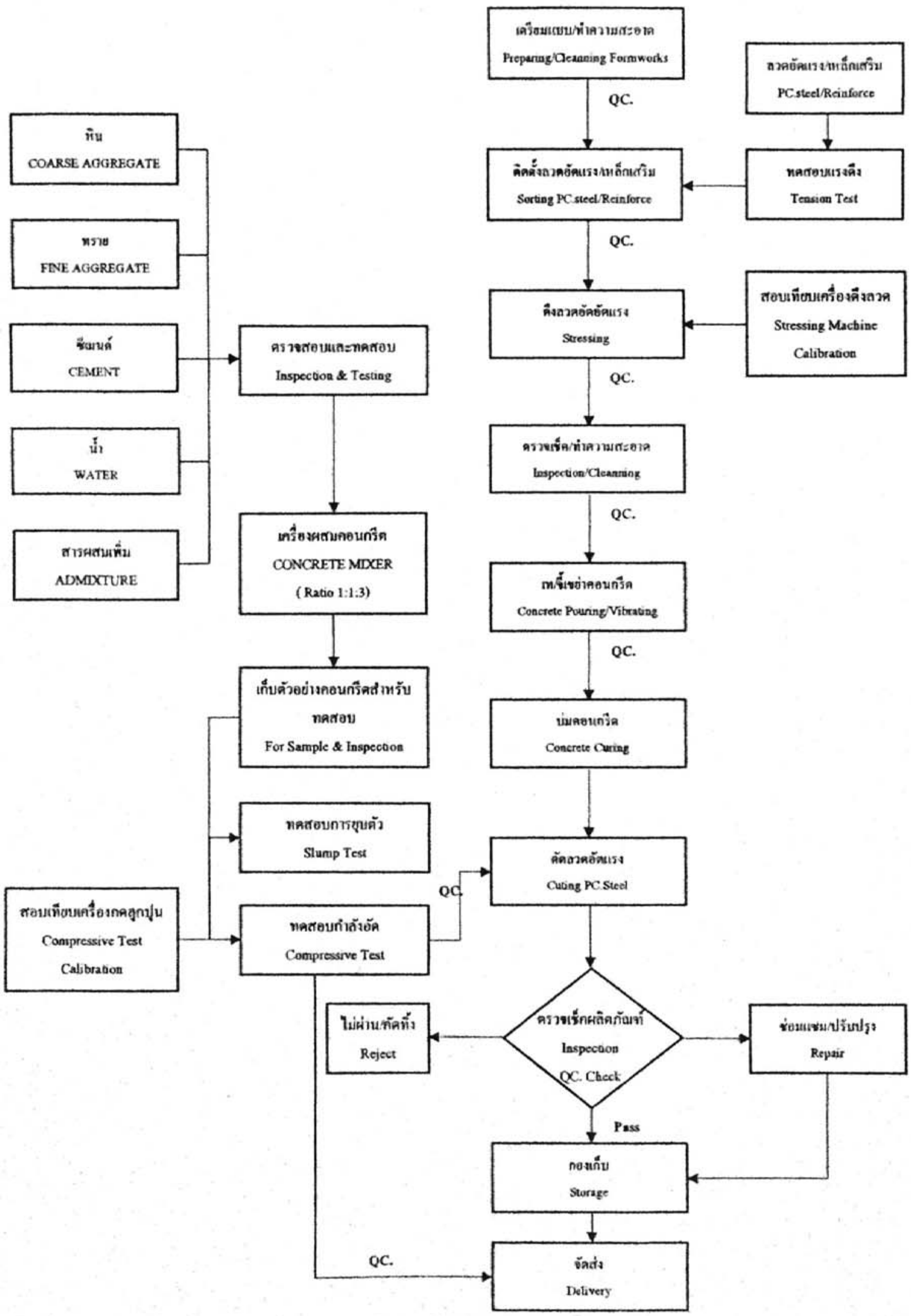
## PRODUCTION FLOW CHART For Electric Pole (Spun Type)

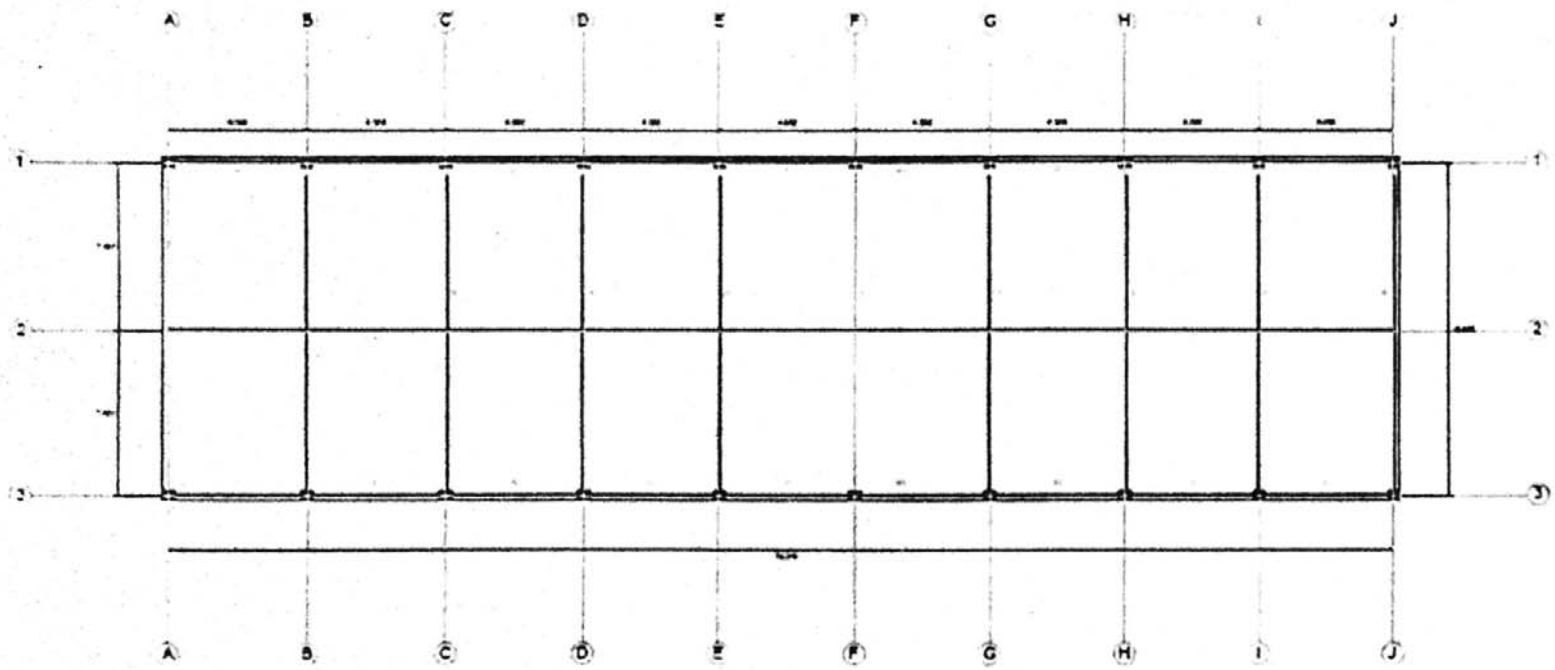


# PRODUCTION FLOW CHART For PC.Pile



## PRODUCTION FLOW CHART For PC.Plank






# STRUCTURE PLAN

Construction Drawing

PROJECT

New Building

Size 15.0 x 54.0 x 7.626 m

OWNER

NAWARAT ADVANCE PREFAB COMPANY LIMITED

DESIGNER

GENERAL NOTES

REVISION

| NO. | REVISION DETAIL | DATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

DRAWING TITLE :

DRAWN BY :

CHECKED BY :

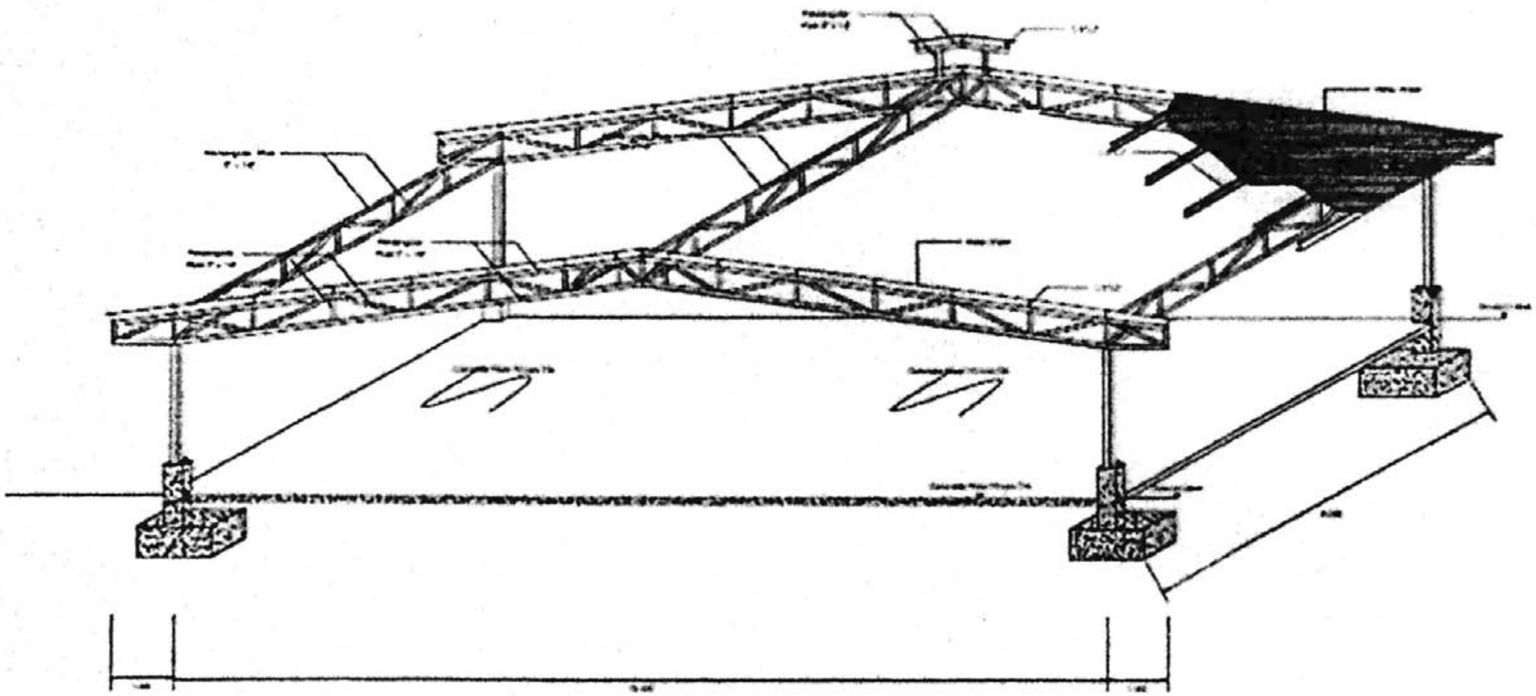
PAPER SIZE :

PLOT SCALE :

DATE :

DRAWING No. :

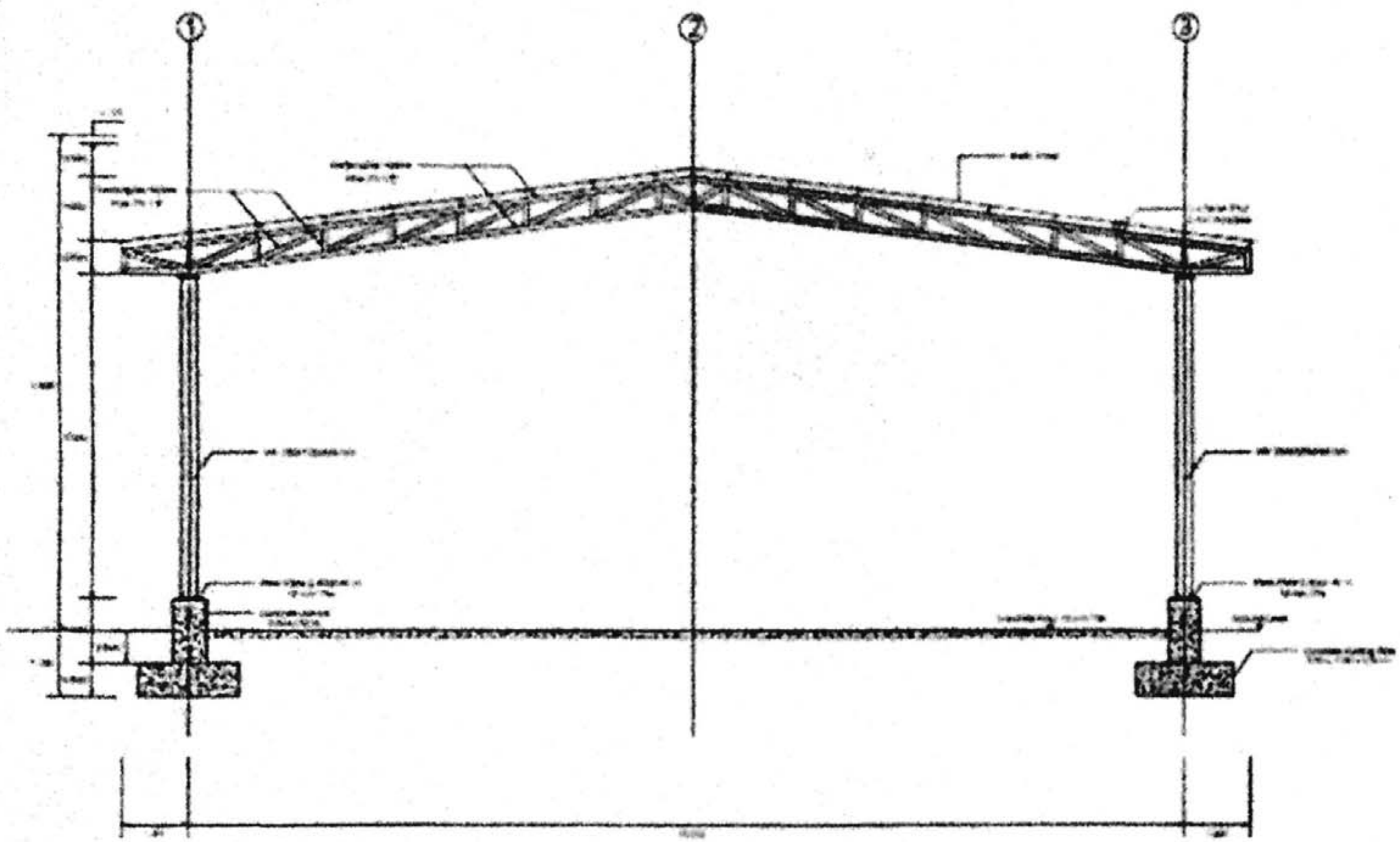
SHEET No. :



## DETAIL LINE A-B AND LINE I-J

| |
|---|
| PROJECT : New Building Size 15.0 x 54.0 x 7.426 m |
| OWNER NAWARAT ADVANCE PREFAB COMPANY LIMITED |
| DESIGNER |
| GENERAL NOTE |
| REVISION |
| NO. / REVISION DETAIL / DATE |
| DRAWING TITLE |
| DRAWN BY : |
| CHECKED BY : |
| PAPER SIZE : |
| PLOT SCALE : |
| DATE : |
| DRAWING No. / SHEET No. |

Construction Drawing



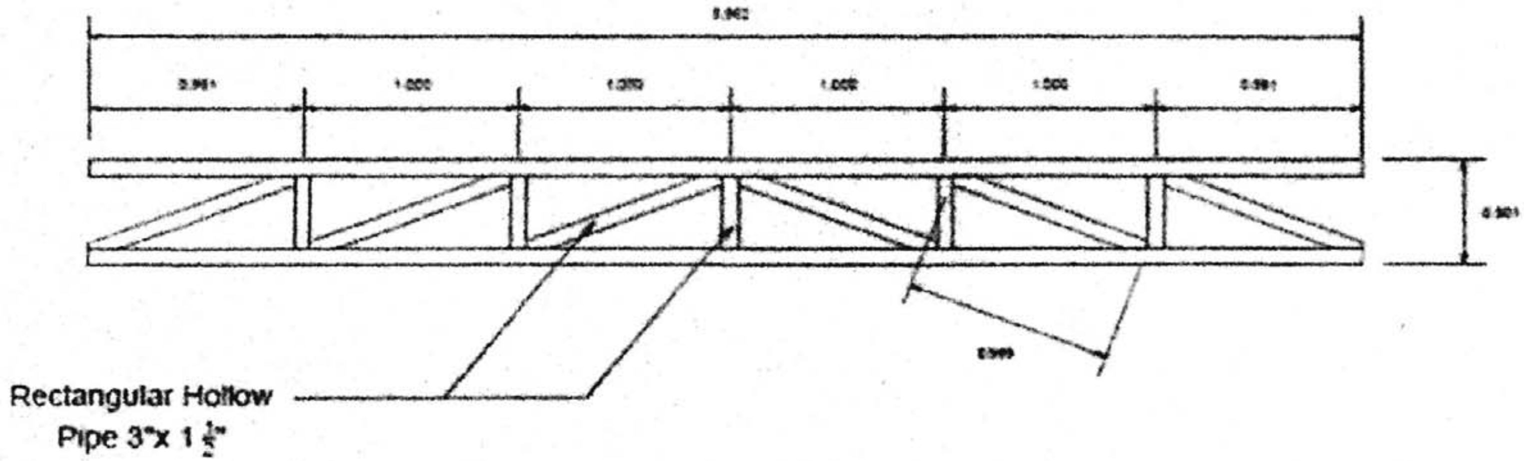

## SECTION LINE A AND LINE J

New Building

Size 15.0 x 54.0 x 7.625 m.

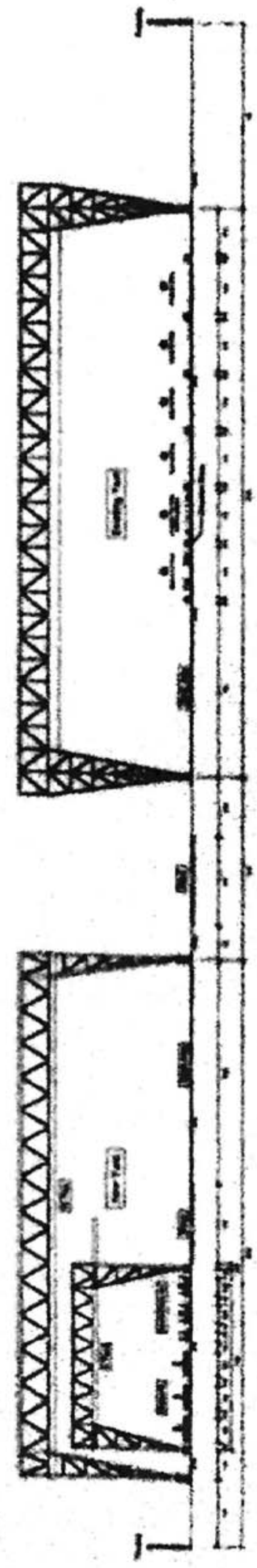
NAWARAT ADVANCE PREFAB COMPANY LIMITED

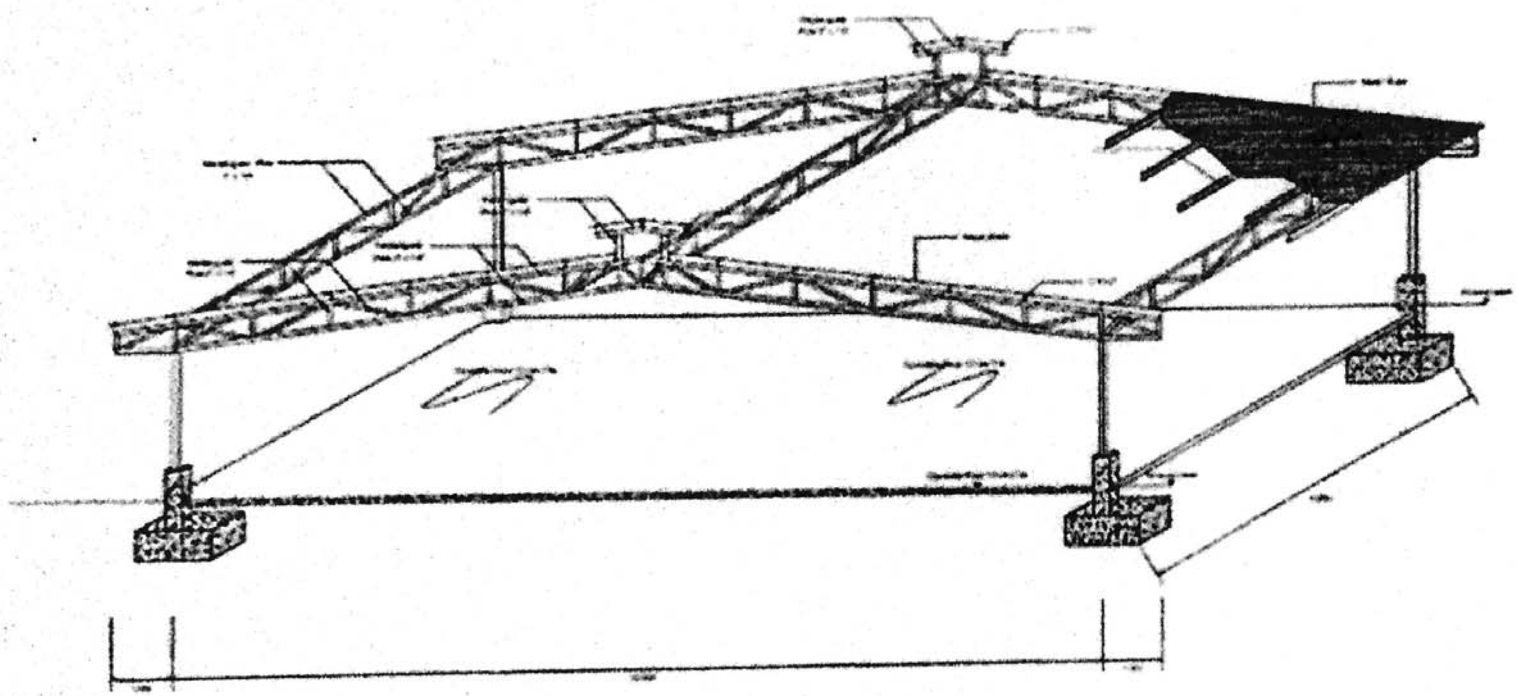
Construction Drawing




## BRACING TRUSS

New Building





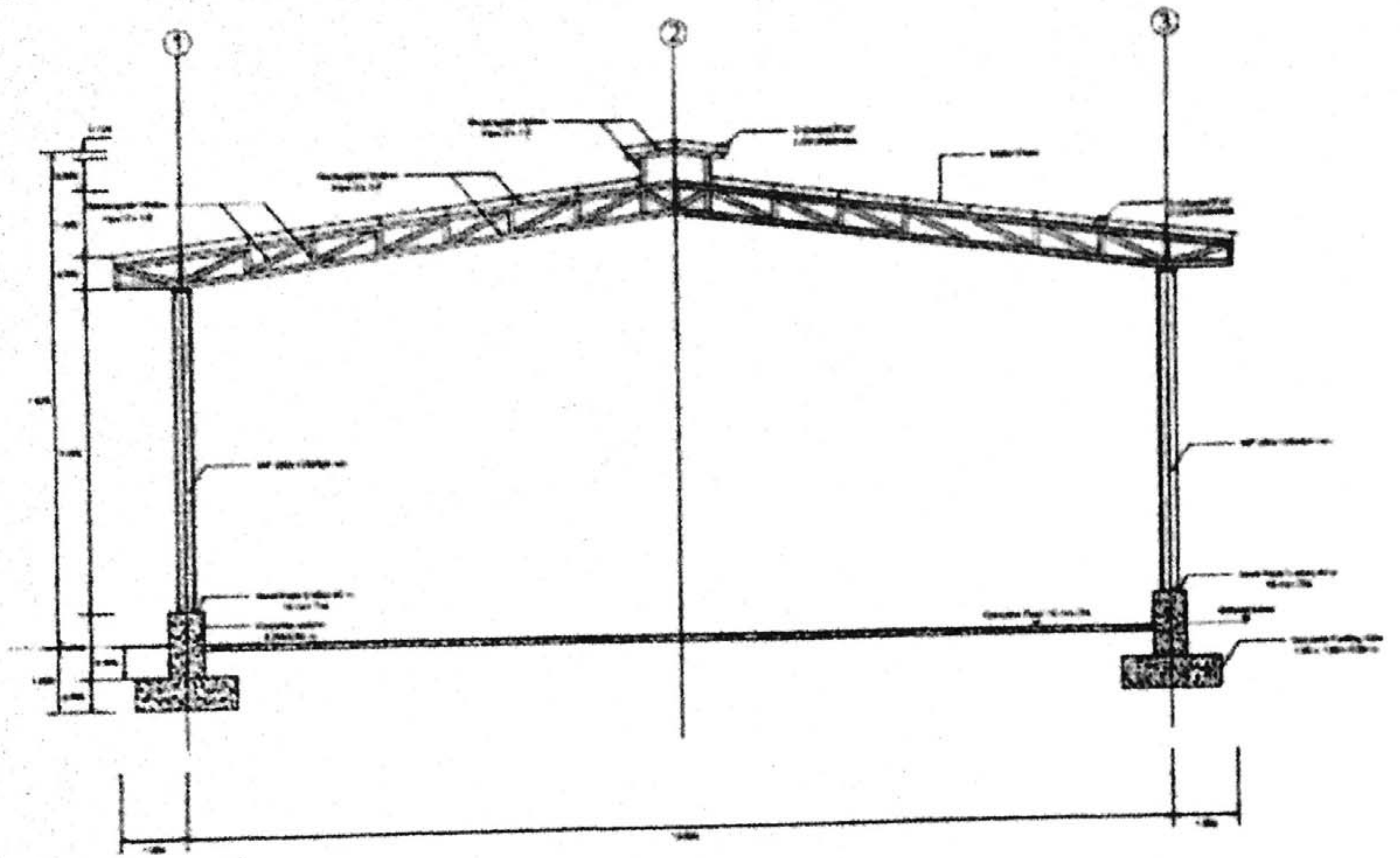
## DETAIL LINE FROM LINE B TO LINE I

Construction Drawing

New Building

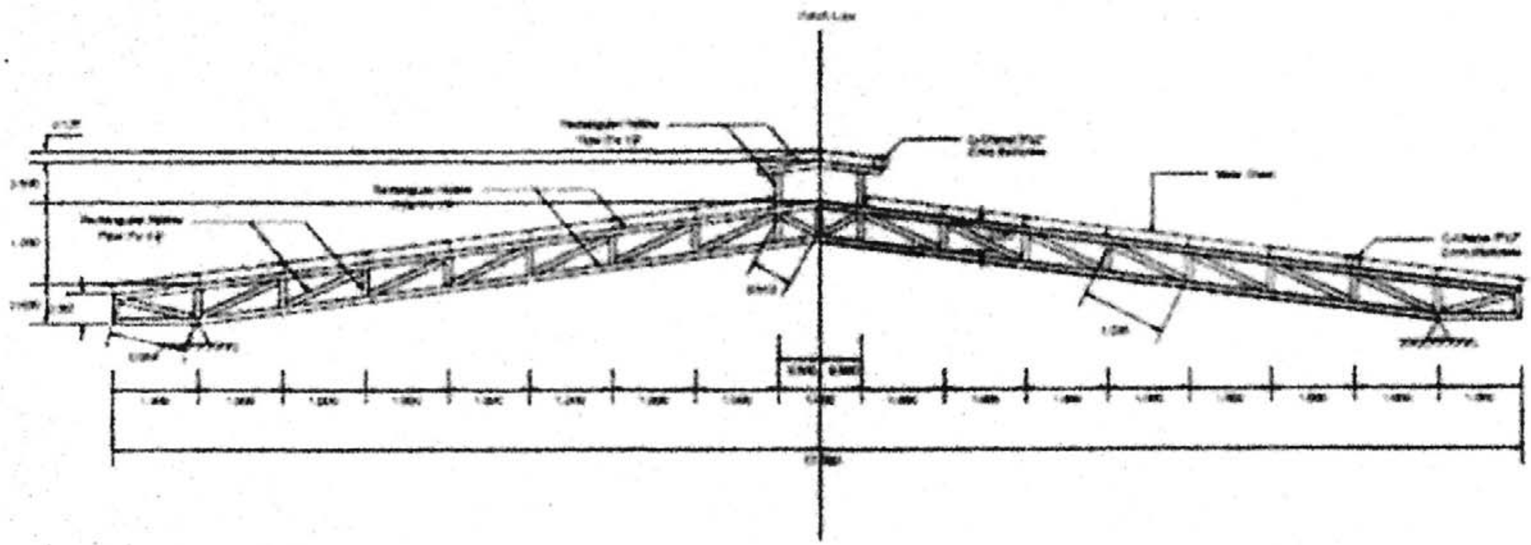
Size 15.0 x 54.0 x 7.626 m.

COMPANY LIMITED



## SECTION LINE B TO LINE I

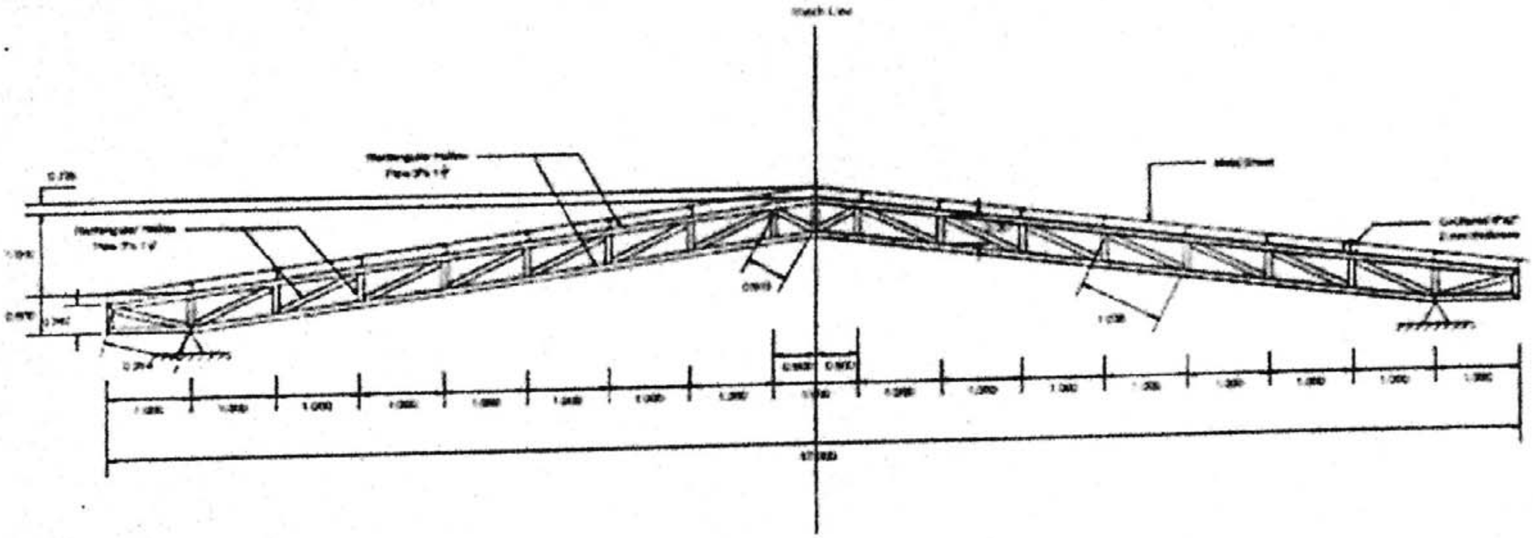
New Building



# ROOF DETAIL LINE B TO LINE I

Construction Drawing

New Building




## ROOF DETAIL LINE A AND LINE J

PROJECT :

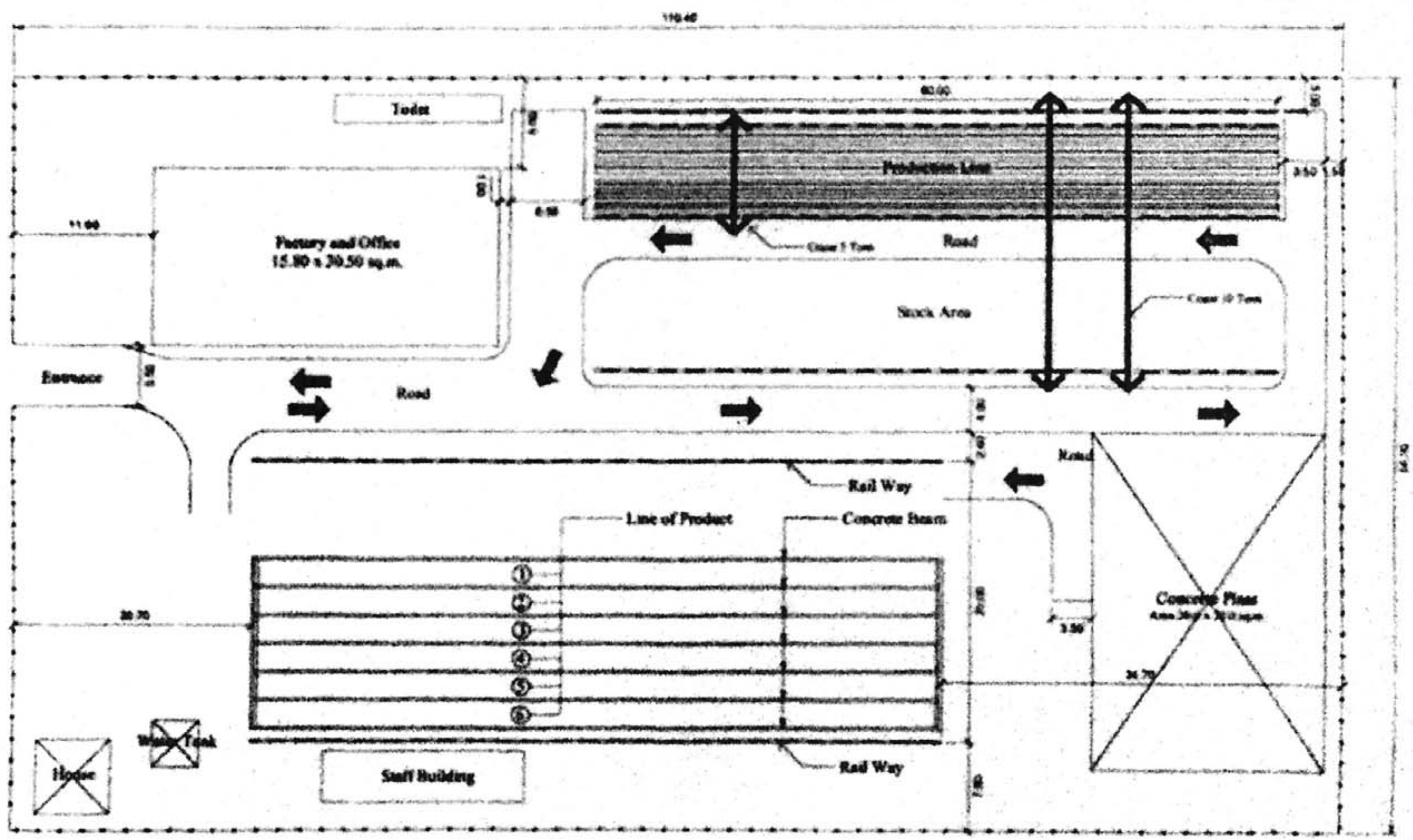
New Building

Size 15.0 x 54.0 x 7.625 m.

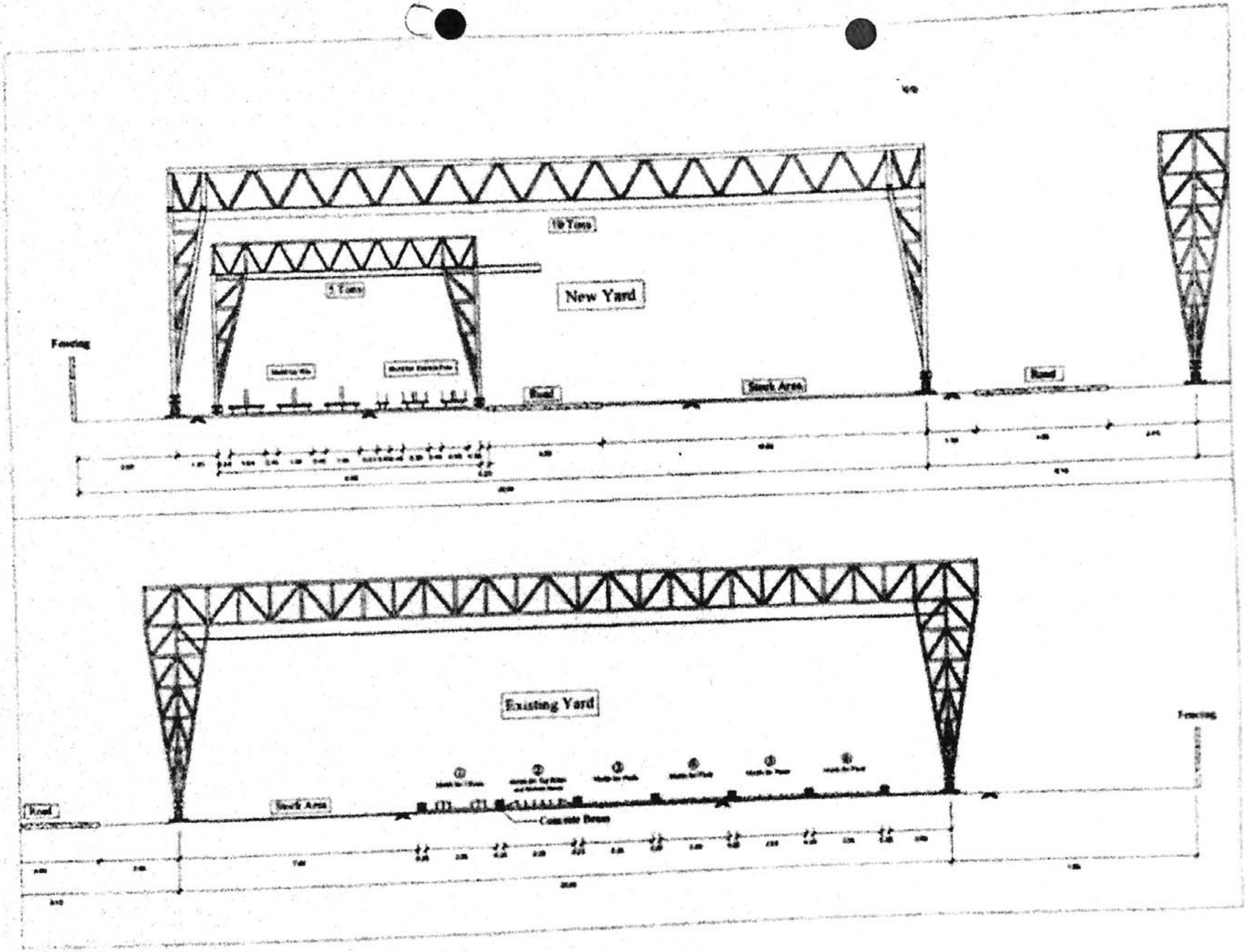
OWNER

NAWARAT ADVANCE PREFAB COMPANY LIMITED

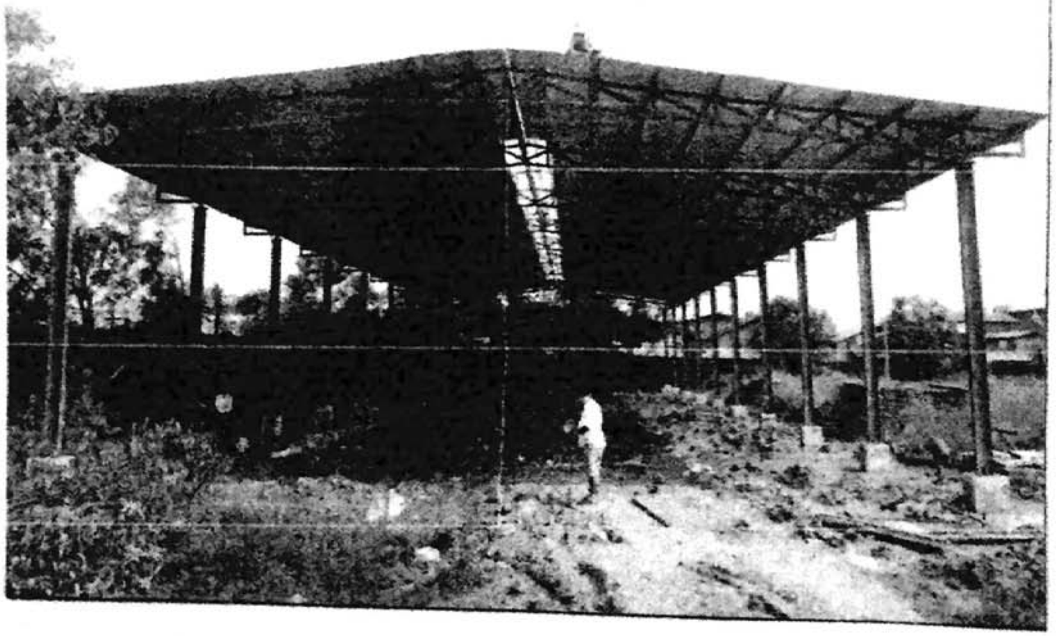
Construction Drawing




Layout Plan Concrete Yard at Myanmar



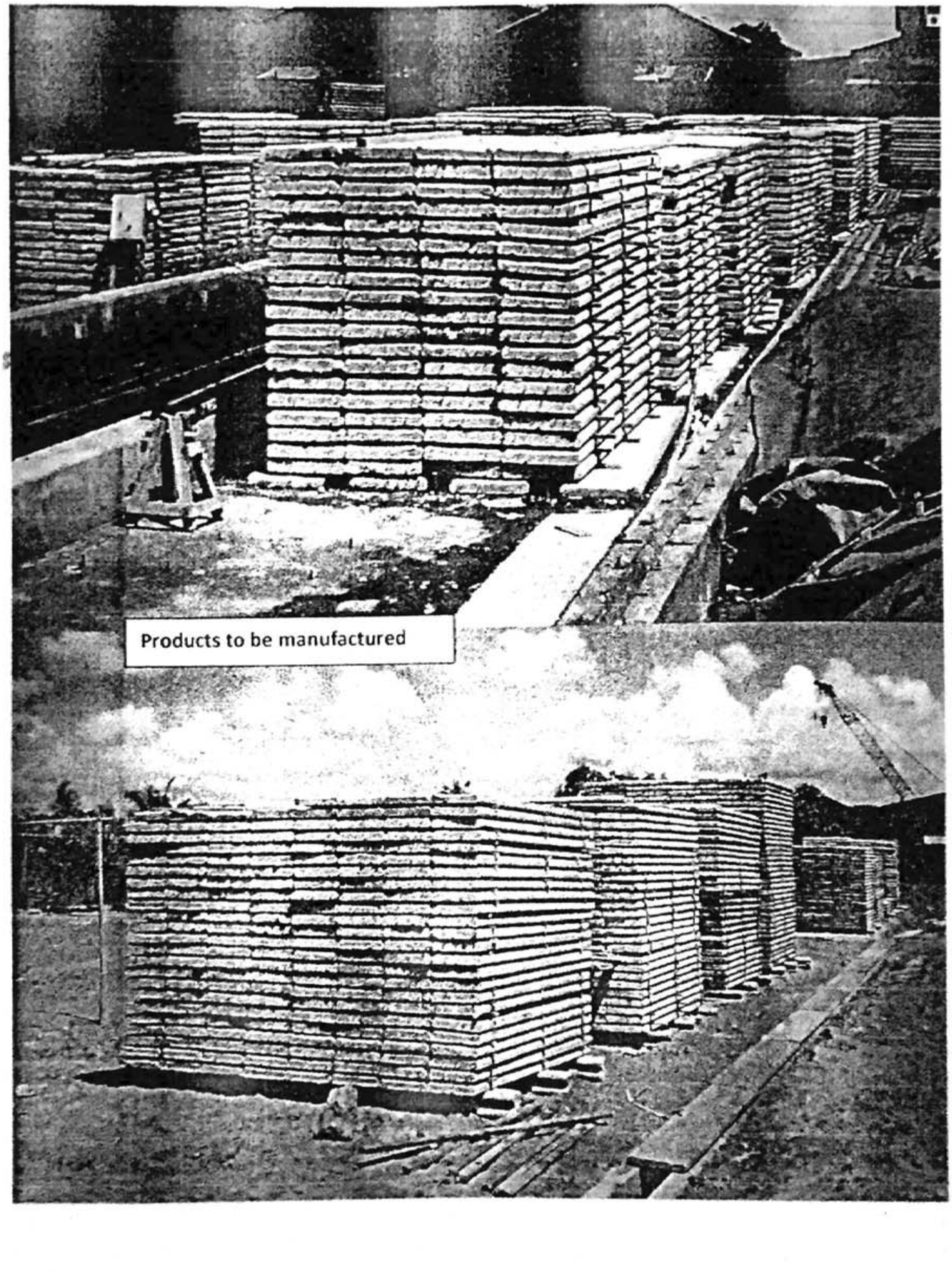
10 Tons
5 Tons
New Yard
Fencing
Road
Stock Area
Road
Existing Yard
Fencing
Road
Stock Area
Concrete Beam



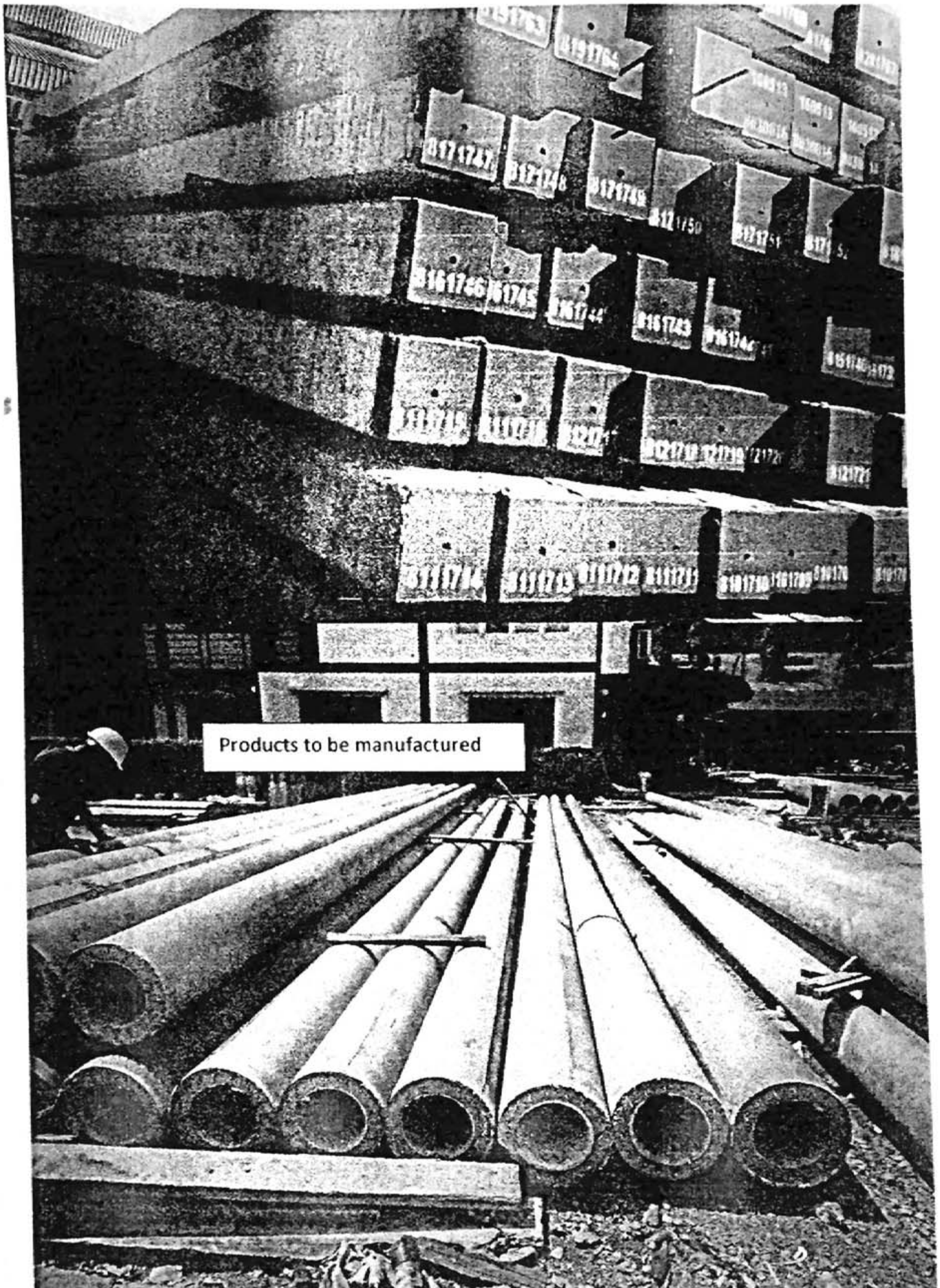
**Factory Building under Construction**



**Factory Building under Construction**



Products to be manufactured


Products to be manufactured

**THIS LOAN AGREEMENT** (the "**Agreement**") is made at Yangon, Myanmar on December 2016.

**BETWEEN**:

(1) **Advance Prefab Company Limited**, a company incorporated in Thailand with its registered address at 18th Floor, Bangna Towers A Building, 2/3 Moo 14, Bangna-Trad Road, Km 6.5, Bangkaew, Bangplee, Samutprakarn 10540, Thailand, (hereinafter referred to as **Lender** which expression where the context so admits include any agent or liquidator(s) of the company)(the "**Lender**"); on the **ONE PART**,

**AND**

(2) **Nawarat Advance Prefab Myanmar Company Limited**, a company incorporated in Myanmar with its registered office in No. 7 (B), Pansodan Office Tower, No. 189-195 Pansodan Street, Kyauktada Township, Yangon the Union of Myanmar, hereinafter referred to as **Borrower** which expression where the context so admits include any **agent** or liquidator(s) of the company)(the "**Borrower**"),

each a "**Party**" and collectively, the "**Parties**".

**WHEREAS**:

The **Lender** has at the request of the **Borrower** agreed to extend to the **Borrower** a **Loan** in a principal amount of up to USD 1,000,000 (the "**Loan**").

**IT IS AGREED** as follows:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Availability Period**" means the period from and including the date of this Agreement to and including the date falling [date], unless otherwise extended by the **Lender** in writing;

"**Business Day**" means any day on which banks are ordinarily open for normal banking business in Myanmar;

"**Certificate**" means the certificate to be provided by an authorised representative of the **Borrower**, confirming to the **Lender** the aggregate amount outstanding under this Agreement, in substantially the form set out in Schedule 2;

"**Drawdown Date**" means the date on which the **Loan** is drawn down in accordance with Clause 4.1;

"**Drawdown Request**" means the drawdown request for the **Loan**, substantially in

"**Drawdown Request**" means the drawdown request for the **Loan**, substantially in the form set out in Schedule 1;

"**Event of Default**" means any of the events of default as set out in Clause 13;

"**Final Maturity Date**" means [date];

"**Indebtedness**" means the sum total of the **Borrower**'s liabilities to the **Lender** arising out of or in connection with the **Loan** including all other sums due under this Agreement (whether actual or contingent, primary or collateral, several or joint); and

"**US$**" means the lawful currency of the United States of America.

1.2 In this Agreement, where the context admits:

(a) a "**person**" includes any individual, company, corporation, unincorporated body of persons, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality);

(b) references to Clauses and Schedule are to clauses ofand schedule to this Agreement;

(c) headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(d) words denoting the singular shall include the plural and vice versa; and

(e) schedules shall form part of this Agreement.

## 2. PURPOSE OF THE LOAN

2.1 Subject to the terms and conditions of this Agreement, the **Borrower** has requested the **Lender** and the **Lender** has agreed to advance the **Loan** to the **Borrower** for the purposes set out in Clause 2.2.

2.2 The **Loan** is advanced by the **Lender** to the **Borrower** only for general working capital and acquisition of production and supporting equipment purposes of the **Borrower**.

2.3 Without prejudice to the obligations of the **Borrower** under Clause 2.2, the **Lender** shall not be obliged to check, monitor or verify or have any responsibility for, the application of any amount borrowed pursuant to this Agreement.

## 3. CONDITIONS

3.1 The **Lender** shall advance the **Loan** to the **Borrower**, subject to the satisfaction of each of the following conditions precedent:

(a) all representations, warranties and statements contained in thisAgreement

or otherwise made in connection with this Agreement are true and correct, have been complied with and would be true and correct in all respects;

(b) no material adverse change in the assets or financial condition of the **Borrower** or any other conditions which, in the opinion of the **Lender**, may materially and adversely affect the ability of the **Borrower** to perform its obligations under this Agreement; and

(c) no Event of Default has occurred and no event has occurred which, with the giving of notice, lapse of time or upon the **Lender** making any necessary determination under Clause 13 might constitute an Event of Default.

3.2 The conditions precedent set out in Clause 3.1 are inserted for the benefit of the **Lender** and may be waived by the **Lender** in whole or in part and with or without conditions on any occasion without prejudicing the right of the **Lender** to require fulfilment of such conditions in whole or in part thereafter.

3.3 The obligations of the **Lender** to make the **Loan** are subject to the further conditions precedent that on both the date of the Drawdown Request and the Drawdown Date for the **Loan**:

(a) all representations, warranties and statements contained in this Agreement or otherwise made in connection with this Agreement are true and correct, have been complied with and would be true and correct in all respects; and

(b) no Event of Default has occurred and no event has occurred which, with the giving of notice, lapse of time or upon the **Lender** making any necessary determination under Clause 13 might constitute an Event of Default.

## 4. DRAWDOWN

4.1 Subject to the satisfaction of the conditions precedent set out in Clause 3.1, the **Borrower** may borrow the **Loan** at any time by giving to the **Lender** a duly completed Drawdown Request and in such event, the Drawdown Date shall, subject to Clause 4.3, be the date falling 3 Business Days from the date of the Drawdown Request.

4.2 Any Drawdown Request shall be irrevocable.

4.3 The Drawdown Request for the **Loan** shall not be regarded as having been duly completed unless the Drawdown Date is a Business Day falling within the Availability Period.

4.4 The **Lender** is not obliged to make a **Loan** if, the amount requested under the Drawdown Request shall cause the aggregate amount of the borrowings to exceed the **Loan**. Upon receipt of any amount of the Loan, the **Borrower** agrees to issue a

the **Loan**. Upon receipt of any amount of the Loan, the **Borrower** agrees to issue a written acknowledgment of receipt in the form satisfactory to or specified by the **Lender** and furnish the **Lender** with such written acknowledgment of receipt under the condition that such written acknowledgment of receipt must specify the received amount and the receiving date.

## 5. INTEREST

5.1 Interest shall be payable on the **Loan** at 6% per annum in addition to Clauses 5.2 and 5.3.

5.2 If the **Borrower** fails to pay any amount payable by it under this Agreement, it must immediately on demand by the **Lender** pay interest on the overdue amount from its due date up to the date of actual payment, both before, on and after judgment.

5.3 Interest on an overdue amount is payable at 10% per annum from the date on which such amount is due up to the date of actual payment, both before, on and after judgment.

## 6. REPAYMENT AND PREPAYMENT

6.1 The **Borrower** shall repay the **Loan**(including all unpaid and accumulated interest, if any) in full on the Final Maturity Date.

6.2 The **Borrower** may, by giving not less than [30] Business Days' prior written notice to the **Lender**, prepay the **Loan**, at any time, without any penalty, in whole or in part. [A prepayment of the **Loan** must be in a minimum amount of US$ 100,000 and an integral multiple of US$ 100,000.]

6.3 No amount repaid or prepaid under this Clause 6 shall be redrawn, re-borrowed or exchanged.

## 7. PAYMENT PROVISIONS

7.1 All payments to be made under this Agreement by the **Borrower** shall be made by the **Borrower** in US$ or such other currency as may be approved by the **Lender** in writing.

7.2 If any sum becomes due for payment under or pursuant to this Agreement on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day unless such next succeeding Business Day falls in another calendar month in which event such payment shall be made on the Business Day preceding the due date.

7.3 If the amount received by the **Lender** from the **Borrower** on any date is less than the total sum remaining or becoming due to the **Lender** under this Agreement on that date, then regardless of any purported appropriation of all or part of that

**Lender** shall override any purported appropriation by the **Borrower** or any other person making payment.

7.4 The **Borrower** authorises the **Lender** to apply (without prior notice) any sums from time to time due or owing from the **Lender** to the **Borrower** howsoever arising in or towards satisfaction of any sum then due from the **Borrower** in respect of the Indebtedness. The **Lender** shall not be obliged to exercise any of its rights under this Clause 7.4, which shall be without prejudice and in addition to any right of set-off, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

7.5 The **Borrower** shall not be entitled to exercise any right of retention or set-off with regard to any claim against the **Lender** under this Agreement, any such rights being expressly waived by the **Borrower**.

7.6 A certificate, determination, notification or opinion by the **Lender** as to any sum payable to it under this Agreement shall, absent manifest error, be conclusive.

## 8. TAXES AND WITHHOLDINGS

8.1 All sums payable by the **Borrower** under this Agreement shall be paid (a) free of any restriction or condition, (b) free and clear of and (except to the extent required by law) without any deduction or withholding for or on account of any tax and (c) without deduction or withholding (except to the extent required by law) on account of any other amount, whether by way of set-off, counter claim or otherwise.

8.2 If the **Borrower** or any other person making payment is required by law to make any deduction or withholding on account of any such tax or other amount from any sum paid or payable by the **Borrower** to the **Lender** under this Agreement, the **Borrower** shall pay such additional amount as is necessary to ensure that the **Lender** receives and retains on the due date a net sum equal to what it would have received and retained had no such deduction or withholding been required or made. Any costs or expenses incurred in transferring a fund from the country of the **Borrower** to the country of the **Lender**, including but not limited to any charges and any unfavourableexchange rates shall be solely borne by the **Borrower**.

8.3 Without prejudice to the survival of any other agreement of the **Borrower**under this Agreement, the agreements and obligations of the **Borrower** contained in Clause 8.1 shall survive the payment in full of the Indebtedness under this Agreement and under any instrument delivered under this Agreement.

## 9. APPLICATION OF MONEYS

9.1 In addition to any general lien or similar right to which the **Lender** may be entitled by operation of law, contract or otherwise if a declaration is made by the **Lender** under Clause 13, all and any moneys recovered or realised in whatsoever

manner pursuant to the Agreement shall, subject to the Agreement, be applied as follows:

(a) first, in or towards payment of costs, charges and expenses of and incidental to the enforcement and realisation of the Agreement, including, but not limited to, the remuneration of any receiver and manager by the **Lender**;

(b) second, in or towards repayment of all principal amounts at that time outstanding and owing to the **Lender** under the Agreement;

(c) third, in or towards payment or provision for payment of all other moneys at that time owing (actually or contingently) to the **Lender** under the Agreement; and

(d) fourth, in payment to the **Borrower** or other person entitled to such payment.

## 10. REPRESENTATIONS AND WARRANTIES

10.1 The **Borrower** hereby represents and warrants to the **Lender** that:

(a) It has all requisite power and lawful authority to own, lease and operate its properties and to carry on its business and has the full legal right, power and authority to enter into this Agreement and perform its obligations under this Agreement;

(b) all authorisations, actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to: (i) enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement; and (ii) ensure that those obligations are legally valid, binding and enforceable;

(c) its entry into, exercise of its rights and performance of or compliance with its obligations under this Agreement do not and will not violate, or exceed any borrowing or other power or restriction granted or imposed by: (i) any law to which it is subject; or (ii) any agreement to which it is a party or which is binding on it or its assets, and do not and will not result in the existence of, or oblige it to create, any security over those assets;

(d) there is no provision of any existing mortgage, trust deed, contract, licence, concession, judgment or agreement binding on it which is being contravened or breached by its acceptance of the **Loan** or its execution of this Agreement or by its performance or observance of any of its obligations under this Agreement;

(e) there are no proceedings before any court pending or threatened against or affecting it and no proceedings are before any government agency or administrative body pending or threatened against it, and it has complied with all applicable statutes and regulations of all government authorities

having jurisdiction over it;

(f) itis solvent, and no steps have been taken or are being taken by itor any other person nor have any legal proceedings been started or threatened for its bankruptcy or for the appointment of a receiver, trustee, administrator, agent or similar officer of any of its assets nor has any order been made for the bankruptcy or insolvency of the **Borrower**;

(g) no action has been taken or threatened to be taken to seize or take possession of any of the assets of the **Borrower** and there are no unsatisfied judgments against it nor has any sequestration order been made or writ of execution issued against any of its assets;

(h) the **Borrower** has filed all tax returns which it is required by law to file and has paid or made adequate provision for the payment of all taxes, assessments, fees and other governmental charges assessed against it or upon any of its properties or assets or income or any of them;

(i) no Event of Default has occurred and no event has occurred which, with the giving of notice, lapse of time or upon the **Lender** making any necessary determination under Clause 13, might constitute an Event of Default and (in each case) which has not been waived;

(j) the **Borrower** is not in default: (i)in the payment or performance of any of its obligations for borrowed money; (ii) under any guarantee issued by it in respect of borrowed money; or (iii) or in breach of payment or performance under any law, regulation or order applicable to it or under any agreement or other instrument to which it is a party or by which it or any of its assets may be bound which has or could have a material adverse effect on the **Borrower**;

(k) there is no material adverse change in the **Borrower** which (in each case) has or could have a material adverse effect on any of the **Borrower**;

(l) the obligations of the **Borrower** under this Agreement are direct, general and unconditional obligations of the **Borrower**, and rank at least pari passu with all other present and future unsecured and unsubordinated Indebtedness of the **Borrower**, with the exception of any obligations which are mandatorily preferred by law and not by contract; and

(m) the **Borrower** has fully disclosed in writing to the **Lender** all information relating to it and required for disclosure to the **Lender** in the context of this Agreement which it knows or should reasonably know and such information is true, accurate and complete in all respects as at the date on which such information was supplied and does not contain any misstatement of fact or omit to state a fact necessary to make any information contained therein not misleading.

10.2 Each of the representations and warranties contained in Clause 10.1 shall survive and continue to have full force and effect after the execution of this Agreement and the **Borrower** hereby warrants to the **Lender** that the above representations and warranties shall be true and correct and fully observed until the Indebtedness is fully paid and until no sums remain to be lent under this Agreement as if repeated by reference to the then existing circumstances.

## 11. NEGATIVE COVENANTS

11.1 The **Borrower** hereby covenants with the **Lender**:

(a) not to create or permit to arise or subsist any security on or over the whole or any part of its properties or assets both present and future and wheresoever situate or to factor, discount or assign any part of its account receivables or enter into any agreement for such factoring, discounting or assignment for any purpose whatsoever without the prior written consent of the **Lender**;

(b) that the **Borrower** shall not enter into,amend or terminate any material agreement or commitment;

(c) that the **Borrower** shall not (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase or sale and lease back arrangement, or otherwise) the whole of its other assets or of any part of such assets which, (either alone or when so aggregated) has or could have a material adverse effect on it; and

(d) that the **Borrower** shall not, except with the prior written consent of the **Lender**:

(i) make advances, **Loans** or grant credit, give any guarantee or undertake any other form of contingent liabilities, to or for the benefit of any person whomsoever; or

(ii) borrow or in any way obtain advances, **Loans** or credits from any bank, financial institution or any other person.

## 12. POSITIVE COVENANTS

12.1 The **Borrower** hereby covenants with the **Lender** that it shall:

(a) maintain all authorisations, actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents), take prompt steps to obtain (and notify the **Lender** promptly of the taking of such steps) any others which may become necessary, comply with all conditions and restrictions (if any) imposed in connection with any of the foregoing and maintain or accomplish any filling, registration or declaration which may be or become necessary and do, or cause to be done,

all other acts and things which may from time to time be necessary under applicable law for the continued due performance of its obligations under this Agreement;

(b) promptly: (i) deliver to the **Lender** details of any litigation, arbitration or administrative proceedings which had been current, pending or threatened at the date of this Agreement or would have rendered the representation and warranty in Clause 10.1(e) incorrect; (ii) notify the **Lender** of any event or occurrence which is likely to have a material adverse change in the business, assets, operations or financial condition of the **Borrower** or any other conditions which may materially and adversely affect the ability of the **Borrower** to perform its obligations under this Agreement; and (iii) notify the **Lender** of the occurrence of any Event of Default (and any action taken or proposed to be taken to remedy it) immediately upon becoming aware of it;

(c) observe and perform the terms and conditions of this Agreement and all conditions and restrictions (if any) issued or imposed by the relevant authorities in connection with the **Loan**;

(d) at its own expense, execute, sign and perfect every document, act or thing which (in the opinion of the **Lender**) may be necessary or desirable for the purpose of implementing or giving full effect to the terms and provisions of this Agreement or securing to the **Lender** the full benefits of all rights, powers and remedies conferred upon the **Lender** in this Agreement;

(e) notify the **Lender** of the occurrence of any Event of Default or any event which with the giving of notice, the lapse of time or upon the **Lender** making any necessary determination under Clause 13might constitute an Event of Default, immediately upon becoming aware of it; and

(f) [on the last Business Day of each calendar month, provide the **Lender** with the Certificate confirming to the **Lender**, *inter alia*, the aggregate amount outstanding under this Agreement].

## 13. EVENTS OF DEFAULT

13.1 If at any time and for any reason, whether within or beyond the control of the **Borrower**, any of the following events occurs, such occurrence shall constitute an Event of Default under this Agreement:

(a) if the **Borrower** shall fail to pay when due sums of money whether principal or any other sums payable under this Agreement to which it is a party on the due date or on demand (as the case may be);

(b) if the **Borrower** shall be in breach of any of its obligations under this Agreement(other than failure to pay any sum when due pursuant to Clause

13.1(a));

(c) if any indebtedness (whether to the **Lender** or not) in respect of borrowed moneys of the **Borrower**: (i) is not paid when due; or (ii) becomes due or capable of being rendered due and payable before its normal maturity or shall otherwise fail to remain in full force and effect;

(d) if a distress, attachment, execution or other process is levied, sued out against or enforced upon, the whole or any part of the assets of the **Borrower**;

(e) if any investigation, legal proceeding, suit or action of any kind whatsoever (whether criminal or civil) is instituted or threatened against the **Borrower**;

(f) if the **Borrower**:(i) becomes insolvent; (ii) is unable to pay all or any part of its debts as they fall due; (iii) stops, suspends or threatens to stop or suspend payment of all or any part of its debts; (iv) begins negotiations or takes any proceeding or other step with a view to readjustment, rescheduling or deferral of all or any part of its debts which it will or might otherwise be unable to pay when due; (v) proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors; (vi) agrees or declares a moratorium in respect of or affecting all or any part of its debts; (vii) is deemed unable to pay its debts or other relevant law; or (viii) admits its inability to pay its debts as and when they fall due;

(g) if any step is taken by any person for the liquidation, dissolution or winding up of the **Borrower** or if any step is taken by any person to appoint a receiver, trustee, administrator, agent or similar officer over any of the assets of the **Borrower** or any bankruptcy proceeding is taken against the **Borrower**;

(h) if (i) any meeting of the **Borrower** is convened for the purpose of passing any resolution to present an application for such an order or an application is made for an order that the **Borrower** be placed under the judicial management of a judicial manager, a petition, application or the like is outstanding for the winding-up of the **Borrower**, or for the appointment of a receiver, trustee, judicial manager or similar officer of the **Borrower**, their assets or any of them; or (ii) a receiver or receiver and manager or other similar officer is appointed in respect of any of the assets or any part thereof of the **Borrower**;

(i) if this Agreement: (i) ceases for any reason to be the legal and valid obligations of the **Borrower**; (ii) is claimed by the **Borrower** not to be the legal and valid obligations of that party binding upon it in accordance with its terms; (iii) becomes unenforceable in accordance with its terms; (iv) for any reason ceases to apply to the obligations and the liabilities secured; or (v) is in jeopardy or, is revoked by the **Borrower**;

(j) if there shall occur any event (other than the events mentioned in the other

paragraphs of this Clause 13.1) having: (i) a material adverse change in the business, assets, operations, management or financial condition of the **Borrower** or any other conditions which, in the opinion of the **Lender**, may materially and adversely affect the ability of the **Borrower** to perform its obligations under this Agreement; or (ii) a material adverse effect on the performance by the **Borrower** of any of its obligations under this Agreement;

(k) if it is or will become unlawful for the **Borrower** to perform or comply with any of its obligations under this Agreement;

(l) if the **Borrower** shall fail to pay any sum pursuant to any judgment or order of any court or tribunal in any jurisdiction when due;

(m) if the **Borrower** repudiates this Agreement to which it is a party or does or causes or permits to be done any act or thing evidencing an intention to repudiate this Agreement;

(n) if an event has occurred which constitutes an event of default (by whatsoever name called) under or in respect of any other agreement or document to which the **Borrower** is a party or by which the **Borrower**, may be bound or an event has occurred which, with the giving of notice, lapse of time, determination of materiality or other condition would be likely to constitute an event of default under or in respect of any such agreement or document and(in each case) the occurrence of such an event, might in the opinion of the **Lender**, affect the performance of its obligations under this Agreement; or

(o) if any event occurs which, under the laws of any applicable jurisdiction, has an analogous or equivalent effect to any of the events referred to in this Clause 13.1.

13.2 The **Borrower** shall immediately upon the occurrence of an Event of Default notify the **Lender** in writing of any such occurrence.

13.3 The **Lender** may at any time after the happening of an Event of Default (whether or not notice pursuant to Clause 13.2 shall have been given by the **Borrower**), by notice in writing to the **Borrower** declare the occurrence of an Event of Default whereupon:

(a) the outstanding Indebtedness shall become immediately due and payable;

(b) the obligations of the **Lender** under this Agreement, this Agreement and the **Loan** shall automatically be cancelled and ceased; and

(c) the **Lender** shall be entitled to exercise all or any rights, powers, or remedies under this Agreement.

13.4 The Parties agree that the **Lender**'s rights under this Agreement are cumulative and may be exercised concurrently or in any order as the **Lender** may in its absolute discretion think fit. Nothing in this Clause 13.4 shall limit any right, powers or remedies of the **Lender** under this Agreement.

## 14. INDEMNITIES

14.1 The **Borrower** shall indemnify the **Lender** and hold the **Lender** harmless from and against any losses, damages and expenses, whatsoever, legal or otherwise, which the **Lender** may sustain, suffer or incur as a consequence of any default in the payment of the Indebtedness or any portion thereof, or any other amounts payable under this Agreement or on account of the non-observance of all or any of the terms, stipulations, agreements and provisions on the part of the **Borrower** contained in this Agreement.

14.2 The indemnity contained in this Clause 14 constitutes a separate and independent obligation, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the **Lender** and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement or any judgment or order. No proof or evidence of any actual loss may be required.

## 15. MISCELLANEOUS

15.1 This Agreement set out the entire agreement and understanding between the Parties in respect of the **Loan** and supersede all previous agreements and understandings between the Parties in respect of the subject matter of this Agreement.

15.2 All notices, requests, demands and other communications given by either Party shall be in writing and shall be given only by personal delivery with the signature acknowledgment of receipt, registered mail with the signature acknowledgment of receipt, courier service with the signature acknowledgment of receipt or telefax and shall be deemed to have been duly given when received at the following addresses:

If to the **Borrower**:

18th Floor, Bangna Towers A Building
2/3 Moo 14, Bangna-Trad Road, Km 6.5
Bangkaew, Bangplee
Samutprakarn 10540
Thailand

Fax No: +662 7519484
Attention: Mr Polpat Karnasuta

If to the **Lender**: No. 7 (B),Pansodan Office Towere,
No. 189-195, Pansodan Street, Kyauktada Township
Yangon
Myanmar

Attention: U Nay Htun Min

or such other address or facsimile number as the Parties may from time to time notify the other Party in writing.

15.3 Whether or not the **Loan** is made by the **Borrower** pursuant to this Agreement, the **Borrower** shall pay on a full indemnity basis:

(a) on demand, all costs and expenses (including legal fees and out-of-pocket expenses) incurred by the **Lender** in connection with the negotiation, preparation and execution of this Agreement and any amendment of, supplement to or waiver in respect of this Agreement;

(b) on demand, all costs and expenses (including legal fees and out-of-pocket expenses) incurred by the **Lender** in the administration of, in contemplation of, or by the **Lender** in protecting or enforcing any rights under this Agreement and any such amendment, supplement or waiver; and

(c) promptly, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax or fee payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Agreement and any such amendment, supplement or waiver, and shall indemnify the **Lender** against any liability with respect to or resulting from any delay in paying or omission to pay any such tax or fee.

15.4 No failure or delay on the part of the **Lender** to exercise any power, right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise by the **Lender** of any power, right or remedy under this Agreement preclude any other or further exercise or of the exercise of any other power, right or remedy. The powers, rights and remedies provided in this Agreement are cumulative and not exclusive of any other powers, rights or remedies (whether provided by law or otherwise).

15.5 Any amendment, modification, variation, waiver or consent given by the **Lender** under this Agreement shall be in writing and may be given subject to such conditions as the **Lender** may impose and shall be effective only in the instance and for the purpose for which it is given and any amendment, modification, variation, waiver or consent shall be made or given without prejudice to the **Lender**'s right at any time afterwards to act strictly in accordance with the original agreed terms in respect of the existing or subsequent breach.Any provision of this Agreement may be amended or supplemented only if the Parties so agree in writing and any Event of Default, provision or breach of any provision of this Agreement may be waived before or after it occurs only if the **Lender** agrees in writing.

15.6 This Agreement shall benefit and be binding on the Parties, their respective successors and (in the case of the **Lender**) any permitted assignee or transferee of all or any part of a Party's rights or obligations under this Agreement and any

reference in this Agreement to any Party shall be construed accordingly.

15.7 The **Borrower** may not assign or transfer without the prior written consent of the **Lender**, all or any part of its rights or obligations under this Agreement, and it shall remain fully liable for all of its undertakings, agreements, duties, liabilities and obligations under this Agreement and for the due and punctual observance and performance of such duties, liabilities and obligations under this Agreement, provided that if the **Lender** shall so consent, it shall be entitled to do so subject to such terms and conditions as it shall require.

15.8 The **Lender** may assign all or any part of its rights or transfer all or any part of its obligations under this Agreement without the consent of the **Borrower**.Any such assignee or transferee shall be and be construed and treated as the **Lender** for all purposes of this Agreement and shall be entitled to the full benefit of this Agreement to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it and the **Borrower** shall execute such documents as are necessary to release the **Lender** to the extent of the transfer and join the transferee as a party to this Agreement.

15.9 If any one or more of the provisions contained in this Agreement shall be deemed invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

15.10 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

15.11 This Agreement shall be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore, in accordance with the arbitration rules of the Singapore International Arbitration Centre (the "**SIAC**") for the time being in force, which rules shall be deemed to be incorporated by reference in this Clause 15.11. The tribunal shall consist of 3arbitrators to be appointed in accordance with the rules of the SIAC. The language of the arbitration shall be English.

This Agreement has been signed on behalf of the parties on the date stated at the beginning of the document.

**The Borrower**
Signed by
For and on behalf of
**ADVANCE PREFAB COMPANY LIMITED**

**The Lender**
Signed by
For and on behalf of
**NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED**

WITHNESS ES

| | |
|---|---|
| Signed by | Signed by |
| Name | Name |
| PP, No | NRC, |
| Address | Address |

SCHEDULE 1

## DRAWDOWN REQUEST

To: Advance Prefab Co., Ltd, Thailand

From: Narawat Advance Prefab Myanmar Co., Ltd

Date: [**]

**Loan Agreement, dated [**]** (the "**Agreement**")

1. We refer to the Agreement. Terms used in this request shall unless otherwise specified have the same meaning as when used in the Agreement.

2. This is a Drawdown Request.

3. We wish to borrow a **Loan** on the following terms:

   (a) Drawdown Date: [**]

   (b) Amount/currency: [**]

   (c) Term: [**]

4. Please pay the full amount into:

   Name of account: [**]
   Account details: [**]

5. This Drawdown Request is irrevocable.

For and on behalf of
Narawat Advance Prefab Myanmar Co., Ltd

Nay Htun Min
Director

## SCHEDULE 2
## FORM OF CERTIFICATE

Date: [**]

To: Advance Prefab Co., Ltd, Bangkok

Dear Sirs,

**CERTIFICATE**

1. I refer to the **Loan** agreement, dated [**](the "**Agreement**"), entered into between Advance Prefab Co Ltd as **Lender** and Narawat Advance Prefab Myanmar Co., Ltd as **Borrower**.

2. Terms used in this certificate shall unless otherwise specified have the same meaning as when used in the Agreement.

3. I, U Nay Htun Min, am a director of the **Borrower**, and am authorised to give this certificate on behalf of the **Borrower** empowered by Board of Director's resolution (if numbered put number) dated (-------)

4. I hereby confirm in accordance with clause 12.1(g) that as at [date]:

   (a) there remains outstanding from the **Borrower** to the **Lender** under the Agreement the sum of [***];

   (b) [no liquidation or dissolution proceedings with respect to the **Borrower** have been commenced by any person or are intended by the **Borrower** an no order or resolution for the winding up of the **Borrower** has, to the best of my knowledge and belief having made all reasonable enquiries, been made, proposed or threatened;

   (c) no appointment or notice of the appointment of a receiver or judicial manager of the **Borrower** or any of its assets or property has been made or given or, to the best of my knowledge and belief having made all reasonable enquiries, been made, proposed or threatened;

   (d) all representations and warranties given by the **Borrower** under the Agreement are true and correct with reference to the facts and circumstances now existing;

   (e) no Event of Default has occurred or subsists at the date of this certificate.]

**Yours faithfully,**

Nay Htun Min
For and on behalf of
Narawat Advance Prefab Myanmar Co., Ltd

**SCHEDULE 3**

**LOAN REPAYMENT SCHEDULE**

(in USD)

| Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Loan | 1,000,000 | | | | | | | | | |
| Loan Repayment | | 150,000 | 150,000 | 150,000 | 150,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 |

# Land Lease Agreement

**Between**

## U Kyin Sheik

**&**

## Nawarat Advance Prefab Myanmar Co., Ltd.

This lease Agreement is made at Yangon on the day of December 2016 between **U Kyin Sheik**, holder of 12/ Ma Ya Ka (N) 0102397 residing in No. 33, I-2, Yadana Street, (7) Mile, Mayangone Township, Yangon, (hereinafter referred to as "**LEESOR**" which expression shall be taken to mean and include its successors, or permitted assigns or legal Representatives except where the context requires another and different meaning) of one part

AND

the **Nawarat Advance Prefab Myanmar Co., Ltd**, a company incorporated under the law of Myanmar, having its office situating at 07 (B), Pansodan Office Tower, No. 189-195 Pansodan Street, Kyauktada Township, Yangon, Myanmar (hereinafter referred to as "**LESSEE**" which expression shall be taken to mean and include its successors, or permitted assigns or legal Representatives except where the context requires another and different meaning) represented by **U Nay Htun Min**, Managing Director of the other part.

Whereas the LESSEE is desirous of utilizing for the purpose of production of Prefab Concrete in the building on the land, described in the map attached hereto as Appendix 1.

Whereas the LESSOR agrees to lease as desired by the LESSEE on the following terms and conditions:-

1. **Objective.**

The Objection of this lease Agreement shall be as follows:-

The LESSOR shall lease the 1.914 acres (7745.68 square meters) land, Plot No. 50, Patinwun U Shwe Bin Street, Dagon Seikan Industrial Zone, Dagon Seikan Township, Yangon Region from the LESSEE. The LESSOR shall guarantee the possession of the prescribed plot in the Appendix (A).

2. **Representation and Warranty**

Each of the parties represents and warrants to the other that it is a legal person duly authorized under the relevant laws and capable of entering into and performing this Agreement, which constitutes its legal and enforceable obligations.

3. **Scope of the Agreement**

(a) The LESSEE shall set up the Prefab Concrete Factory with JV investment of Myanmar and Thailand;

(b) The products shall be Prefab Concrete;

(c) The LESSEE shall make an estimated investment value of US$ 2,000,000 (United States Dollar Two Million only).

(d) The lease life shall be an initial period of 10 years from the date of issuance of permit from Myanmar Investment Commission.

4. **Payment Terms**

The Lease fee is to be paid to the LESSOR by the LESSEE in the following manners:

(a) The LESSEE shall pay once a year to the LESSOR the land lease fee USD 35400 (United States Dollar Thirty Five Thousand Four Hundred only).

(b) The LESSEE shall pay in advance the land Lease Fee mentioned in above para (a) to the LESSOR within 3 months before the expiry of the lease.

(c) The Obligation of the LESSEE commencement of the respective financial year.

5. **Obligations**

5.1 **The Obligation of the LESSOR**

(a) To assist the LESSEE with the necessary documents, map and lease agreement to apply for MIC permit under the Union of Myanmar Foreign Investment Law.

(b) To agree the lease up to the permit of MIC.

(c) To let the investor do any business related to the proposal to MIC.

5.2 **The Obligation of the LESSEE**

(a) To utilize the leased land for the purpose of garment production as permitted by the Myanmar Investment Commission.

(b) To ensure that all activities and operations carried in the leased building are in conformity with the laws of the Union of Myanmar.

(c) Not to assign or transfer the whole or any part of the leased building hereby created.

(d) To construct the plant design and civil works approved by the LESSOR completely in one year from the effective date of this Agreement. Should any major changes be needed, the implementations shall be carried out with the document approval in advance from the LESSOR.

(e) To pay the land lease Fees at the prescribed rate on time.

6 . **Term of Lease**

(a) The land shall be leased for a period of initial 10 (forty) years from the date of signing this agreement (effective date).

(b) The land lease may be extended by another 10 (Ten) years term, two times subject to the consent and approval of both parties.

7. **Non-performance**

It is also hereby mutually agreed that if the LESSEE shall in any substantial respect fail to perform or observe the terms and conditions of this Lease and fail to rectify such non-performance or non-observance within (30) days from the date in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the demised premises or any part thereof and the Lease shall thereupon cease and terminate, provided that

such right of re-entry shall not prejudice any right of action of the LESSOR for the recovery of money due from the LESSEE by way of rent or compensation for damages.

**8. Effective Date**

This Agreement comes into effect from the date of signing by both parties and duly authenticated by witness, after obtaining the approval (permit) from the Myanmar Investment Commission.

**9. Termination**

9.1 This agreement may be terminated on the occurrence of one of the following events.

(a) Agreement in writing by both parties hereto to terminate this Agreement and submit the same to the Myanmar Investment Commission for approval in accordance with Chapter XII of the procedures relating to the Union of Myanmar Investment Law.

(1) Substantial and continuous losses of LESSEE 's business;

(2) Breach of the term of this Agreement by any of the parties hereto who fails to ratify the default within 60 (Sixty) days' written notice of the other party;

(3) Force majeure persisting for more than six months from the date of occurrence thereof;

(4) Incapability of implementing the original objectives of the LESSEE.

(b) Notice by either party hereto to terminate this Agreement if any governmental authorities should require alternations or modification of any law or of any provision of this Agreement which shall materially and adversely affect such party's interest including expropriation of all or part of its shares.

9.2 This Agreement may be terminated before the expiry of the term of lease, by mutual consent in writing, after a service of 90 (ninety) days' notice of the intention of such termination, of the one party to the other party and on approval thereof by the Myanmar Investment Commission.

9.3 This Agreement may be terminated by the LESSEE in the event that a nature disaster or any destruction or loss caused by Force Majeure occurs, incapacitating the continuance of operation LESEE reserves, its right under this Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations. Notice of intention to terminate shall be given in writing to the LESSOR 90 (ninety) days in advance.

9.4 The termination of this Agreement shall be effective only after receiving necessary approval from the Myanmar Investment Commission and according to the existing Laws of the Republic of the Union of Myanmar.

**10. Settlement of Disputes**

10.1 In the event that any disputes arisen between the parties relating to this Agreement which cannot be settled amicably , such dispute shall be settled in the Republic of the Union of Myanmar by arbitration, through two arbitrators, each of whom shall be appointed by each contracting party. Should the arbitrators fail to reach an agreement, the

dispute shall be referred to an Umpire nominated by the arbitrators. The decision of the Arbitrators on the Umpire shall be in final and binding upon both parties. The arbitration proceeding shall in all respect conform to the Arbitration Law 2016 or any subsisting statutory modifications thereof.

10.2 The Venue of arbitration shall be in Yangon, the Republic of the Union of Myanmar. The Arbitration Fees shall be borne by the losing party.

**11. Governing Law**

This Agreement shall be read interpreted and construed and governed by in all respects in accordance with the existing laws of the Republic of the Union of Myanmar.

**12. Condition Precedent**

This Agreement is conditional upon receipt of all necessary and requisite approval for its performance and implementation of this Agreement from all relevant Government authorities in the Republic of the Union of Myanmar.

**13. Renegotiation of the Agreement**

In the event that any situation or condition arises due to circumstances not envisaged in the Agreement and warrants amendment to this Lease Agreement, the parties shall negotiate and make the necessary amendments in writing subject to the approval of the Myanmar Investment Commission. Such amendment or modification shall become an integral part of this Agreement.

**14. Language**

This Agreement shall be written in English. All correspondences related to this Agreement shall be in English.

**15. Notices**

15.1 Any notice or other communication required to be given or sent there under shall be in English, and be left or sent by prepaid registered post (airmail if necessary) or telex or facsimile transmission or international courier to the party concerned at the addresses as given below or such other address as the party concerned shall have notified in accordance with this clause to the other party. The addresses are:-

| | | |
|---|---|---|
| (a) LESSOR | (1) Name | : U Kyin Sheik |
| | (2) Address | : No. 33, I-2, Yadana Street, (7) Mile, Mayangone Township, Yangon, |
| | (3) Phone No | : |
| | (4) Fax | : |
| (b) LESSEE | (1) Name | : U Nay Htun Min |
| | (2) Address | : 07 (B), Pansodan Office Tower, No. 189-195 Pansodan Street, Kyauktada Township, Yangon, Myanmar |
| | (3) Phone No | : |
| | (4) Fax | |

15.2 Any notice required or given by either party to the other shall be deemed to have been delivered when properly acknowledged for receipt by the party. Either party may substitute or change its address in writing thereof and inform the other party.

16. **Map of Land**

The map of land under this Agreement and the layout are attached in Appendix (A).

17. **Retransfer of the Leased Property**

17.1 At the expiry of the leased period or if the agreement is terminated under article 10, LESSEE shall transfer the leased land to LESSOR without any consideration within 3 (three) months in good conditions, ground damages having been refilled or repaired.

17.2 LESSEE shall transfer movable prosperities on leased land at its own costs and /or disposed of within 3 (three) months from the date of expiry of the leased term or termination of the agreement, not affecting LESSOR's right to claim for the rent up to the date of complete evacuation and claim for damages caused to the land by LESSEE.

18. **Force Majeure**

If either party is temporarily unable, wholly or in part, by Force Majeure to perform his duties or accept performance by the either party under this Agreement, it is agree that the effected party shall give notice to the other party within 14 days after occurrence of the cause relied upon full particular in writing of such Force Majeure, shall with the approval of other party, be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible the delay caused by Force Majeure. The term "Force Majeure" as employed herein shall mean Act of God, Restraint of a Government, Strikes, Lockouts, Disturbance, Explosion, Fires, Floods, Earthquakes, Storms, lightning, and other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

IN WITHNESS WHEREOF the parties hereto have set their hand and seals on the day the month and the year first above written.

Signed, sealed and delivered
LESSEE
Signature

Name: U Nay Htun Min
12/Ka Ta Ta (N) 012888
Designation: Managing Director,
Nawarat Advance Prefab Myanmar Co., Ltd.

Signed, sealed and delivered
LESSOR
Signature

Name: U Kyin Sheik
12/ Ma Ya Ka (N) 0102397
Designation: Landlord

<u>In the presence of</u>

(1) ……………..
Name; …………
Designation

(2) ……………………
Name: ………….
Designation

K 500

# မြေငှားစာချုပ်

## ပုံရင်း

၂၀၁၂
ခုနှစ်၊ (မြေငှား) အမှုတွဲ အမှတ် ဒဂဆိပ်ကမ်း-၄(ရဲ).၁၂ / ၃၃၁/၂၀၁၂ အရ၊ ထုတ်ပေးသည်။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ"ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ"ဆိုသည့်စကားရပ်တွင် မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။ )

# စက်မှုလက်မှုလုပ်ငန်း

နှင့် ရန်ကုန် မြို့နေ၊ ဦး ဗိ ၏၊ သား/သမီး ဖြစ်သော ဦး/ဒေါ် ကျော်ဦးတင် အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၂/ဗဟတ(နိုင်)၁၀၂၃၉၇ (နောက်တွင် "အငှား စာချုပ်ရသူ" ဟု ရည်ညွှန်းသည်။ ) တို့သည် ၁၃၇၄ ခုနှစ်၊ ဝါခေါင် ~~လဆန်း~~ လပြည့်ကျော် ၄ ရက်နေ့၊ ခရစ် ၂၀၁၂ ခုနှစ်၊ ( စက်တင်ဘာ လ ၅ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

အငှား စာချုပ်သူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွအငှားချထားသူက အငှားစာချုပ်ရသူအား၊ ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ တတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကွာရီ (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

စက်မှုဇုန်များစီမံခန့်ခွဲရေး
ညွှန်ကြားချက်အမှတ် ၁/၉၇ ကို

ထို့ကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ၅.၉.၂၀၁၂ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်မှ ကုန်ဆုံးသော အပိုင်းအခြား အတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၇၂ ခုနှစ် စက်တင်ဘာ လ ၄ ရက်နေ့၌၊ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၂၄၁၈ ပြား - ( ကျပ်နှစ်ထောင်လေးရာဆယ့်ရှစ် ) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း ၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁-ရက်နေ့တွင် လည်းကောင်း ၊ ဇူလိုင်လ -၁ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင်လည်းကောင်း ကြိုတင် ပေးဆောင်ရမည်။ အဆိုပါနှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယ တဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထတစ်ဆယ့် ငါးနှစ်အတွက်အပိုဒ် ၃-တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင် ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော [illegible] သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ့် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆-လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်တွင် [illegible] ခိုင်ခံ့သော [illegible] သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ ပြီးစီးအောင်ဆောက်လုပ် [illegible] အိမ်စသည်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့် [illegible] ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောက်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါ မြေကွက်ပေါ်၌ အဆောက်အအုံ [illegible] ၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြား အတွင်းအဆိုပါ မြေကွက်ကို [illegible] အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ် တွင် ဆောက်လုပ်သည့် [illegible] နည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၄င်းမြေ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ် [illegible] သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော် အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်း သင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက် တည်ရှိသည့်အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသောပစ္စည်းမပါဝင်စေဘဲ၊ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရုပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ် ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

## အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၁၉ ၂၀၁၂ ခုနှစ် အတွင်းတွင် ဖြစ်စေ
ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၄င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေ ကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက် ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

ညွှန်ကြားရေးမှူး

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

(က) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက်တစ်ခုခုနှင့် စပ်လျဉ်း၍ ဖျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည်သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်းတစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ဖျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂–အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီ ခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ထိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) ( ၂၀၂၇ ) ခုနှစ်၊ စက်တင်ဘာ လ၊ ( )ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံးသည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကို လည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄–အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄–အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဋ္ဌာန်းထားသည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ပထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်းသုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြားရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှခြောက်လ အတွင်းနောင်နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့်အဆိုပါ ______မြို့ကျင်ရှိတ်______ သည် ဤစာချုပ်ကိုအထက်ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့.- ရန်ကုန်

(တံဆိပ် - ဆောက်လုပ်ရေးဝန်ကြီးဌာန / စာအမှတ်........... / နေ့စွဲ တံဆိပ် / မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန)

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ______ဦး မင်းထိန်______ ______ ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ______ဦး ခင်မိန်______ ______ ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ______ တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

______ ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ______ဦးဟန်ချိုဦး______

အငှားစာချုပ်ရသူ ______ဗိုး ကျင်ရှိတ်______ က
လက်မှတ်ရေးထိုးသည်။

ကျင်ရှိတ်

______ အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ ______ ______

၂။ ______

(ဇော်အောင်ကြွယ်)
ဦးစီးအရာရှိ
(မြေနှင့်အခွန်ဌာနခွဲရုံးချုပ်)

(သက်နိုင်)
လက်ထောက်ညွှန်ကြားရေးမှူး
(မြေနှင့်အခွန်ဌာနခွဲရုံးချုပ်)
မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

အထက်တွင် ရည်ညွှန်းထားသည့် မြေ

ခွင့်ပြုပြီး မြေပုံဖြစ်ပေါ်သည့်ရှိနေရပ်ကွက်အမှတ် ______
မြေတိုင်းရပ်ကွက်အမှတ် ______
ရန်ကုန်မြို့ ______ မြို့နယ်။

အတွင်းရှိ ______ တန်းစား၊ မြေကွက်အမှတ် ______
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ______ ပေ၊ အနံ ______ ပေခန့်ရှိသော အလား အလာ
အရှေ့လားသော် ______
အနောက်လားသော် ______
တောင်လားသော် ______
မြောက်လားသော် ______
အတွင်းရှိ မြေအားလုံး ဧရိယာ ______ ဧက၊ (စတုရန်းပေ ______)

# မူရင်း

ရန်ကုန်မြို့တော်

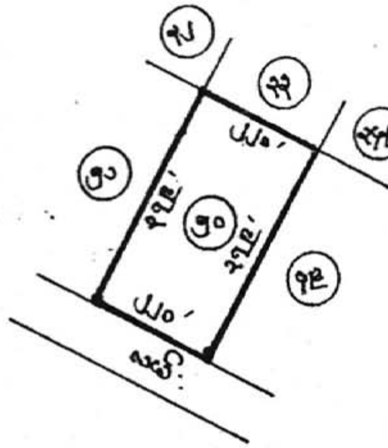
**ဆိုးအိမ်ပုံစံ**

**အက်စ် – ၂၂**

—— မှဂို (ဆိပ်ကမ်း) —— မြို့နယ်၊ လူနေရပ်ကွက်အမှတ် —— (စက်မှု) ——

မြေတိုင်းရပ်ကွက်အမှတ် —— စက်မှုဇုန် (၁) —— မှ မြေကွက်အမှတ် —— ၅၀ —— ၏မြေပုံ

၁ – လက်မလျှင် ၁၀၀ ပေ စကေး




ရည်ညွှန်းချက်

—— / —— ဧရိယာ စတုရန်းပေ —— ၈၃၃၈၀ ——

ဧက —— ၁.၉၁၄ ——

(စင်စာမောင်သန်း–၁)
မြေတိုင်း–၄
မြေတိုင်းဌာနခွဲ

ခုတိယညွှန်ကြားရေးမှူး
မြေတိုင်းဌာနခွဲ
မြို့ပြနှင့်ကျေးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန
ဆောက်လုပ်ရေးဝန်ကြီးဌာန

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်--- ၅'-၈"

သွေးအုပ်စု--- [illegible]

ထင်ရှားသည့် [illegible]

အမှတ် အသား--- [illegible]



[illegible] (နိုင်)

အမှတ်--- [illegible]

ရက်စွဲ--- [illegible]

အမည်--- [illegible]

ဖခင်၏အမည်--- [illegible]

မွေးသက္ကရာဇ်--- [illegible] ၁၃-၁၀-၁၉၄၈

လူမျိုး--- မြန်မာ

ကိုးကွယ်သည့်ဘာသာ--- ဗုဒ္ဓ

ထုတ်ပေးသည့်အရာရှိ

အမည်--- [illegible]

ရာထူး--- [illegible]

---

သက်သေခံကတ်ပြားအမှတ် - [illegible]



အလုပ်အကိုင် - [illegible]

နေရပ်လိပ်စာ - [illegible]

ထိုးမြဲလက်မှတ် - [illegible]

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင် သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှု ကြီးကြပ်ရေးနှင့် ပြည်သူ့ အင်အား ဦးစီး ဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။

# Shareholders' Agreement

BETWEEN

Advance Prefab Company Limited "AP"

AND

Two Triangle Company Limited "TT"

**CONTRACT BETWEEN**
**Advance Prefab Co Ltd.**
**and**
**Two Triangle Co., Ltd.**

This contract is made this day of January ,2017 between **Advance Prefab Co Ltd**. a company incorporated under the laws of Thailand with limited shares and having its registered office at No. 2/3, Bang Na Tower A Building, 18th Floor, Village No.14, Bang Na-Trat Road, Km 6.5, Bang Kaeo Sub-district, Bang Phli District, Samut Prakan Province, Thailand, of the FIRST Part and

**Two Triangle Co., Ltd.** a company incorporated under the laws of Myanmar with limited shares and having its registered office at No. 607, Mahar Bandola Road, (38) Quarter, North Dagon Township, Yangon, Myanmar of the SECOND Part.

**NOW, THEREFORE WITNESSETH** that the parties hereto do mutually agree as follows: -

1. Objectives

1.1 The parties hereto wish to participate establish precast concrete yard for the purpose of manufacturing, marketing and selling of precast concrete products.

2. Definitions

2.1 For the purpose of this contract, the following definitions shall apply.

(i) "Board" means the board of directors of the company for the time being.

(ii) "Chairman" means the chairman of the board of directors.

(iii) "Event of *Force Majeure*" means an event that is or events that are unforeseeable and the occurrence of which cannot be prevented or avoided, such as acts of God, storms, fire, accidents, strikes, sabotage, explosion, earthquake, flood and other natural disasters, war, insurrection, riot, civil commotion, war, hostilities between nations, governmental laws, orders or regulations, embargoes, actions by the government or any agency thereof, or any other similar or different contingencies beyond reasonable control of the parties.

(iv) "Government" means the Government of the Union of Myanmar.

(v) "Laws" means the laws for the time being in force in the Union of Myanmar.

(vi) "Fiscal Year" shall mean a period beginning on April 1 of each year and ending on March 31 of the following year. Any partial Fiscal Year between the Opening Date and the commencement of the first full Fiscal Year shall, for the purposes of this Agreement, constitute a separate Fiscal Year. Any partial Fiscal Year between the end of the last full Fiscal Year and the termination of this Agreement shall, for the purposes of this Agreement, constitute a separate Fiscal Year.

(vii) "Kyats" means the lawful currency of Myanmar.

(viii) "$" or "USD" means the lawful currency of the United States of America.

(ix) "Effect Date" means the date this contract shall come into effect.

## 3. Warranty and Representation

Each party represents and warrants to the other party that it is a legal entity duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this contract, and that it has not committed any material breach of the laws of any jurisdiction in which it carries on business or is incorporated.

## 4. Place of Business

The registered office of the new Company Limited shall be in Yangon, Myanmar. The Company may also have such other places of business as may be determined by the Board.

## 5. Conditions Precedent

5.1 This contract is conditional upon:
(a) the payment of the value of ( ) shares amounting to ( )
(b) **The** approval by the **Board of Directors.**

5.2 Upon all such conditions being satisfied, this contract shall come into effect.

## 6. Directors

6.1 Pursuant to Clause 5.2 the parties shall procure that on the Effect Date the following persons are appointed as Directors of the Company if not already so appointed:

| As appointees of **AP** | As appointees of **TT**. |
|---|---|
| ( 3 ) Directors | ( 2 ) Directors |

6.2 Each of the parties shall co-operate fully in order to given effect to the appointment as Directors of the persons from time nominated by any of the Shareholders pursuant to the rights of appointment set out in Clause 6.1. Any person nominated as Director (including the Chairman) by a Shareholder shall be appointed and may be removed from such office by the relevant Shareholder, by a memorandum in writing signed by such Shareholder, which shall take effect from the time stated in such memorandum or, if no such time shall be stated, from the time when such memorandum is lodged at the registered office of the Company. A Shareholder who removes a Director shall be entitled, if he so wishes, to appoint another person to be a Director as a replacement of the person so removed.

## 7. General Meetings and Board Meetings

7.1 The quorum for a general meeting of the Company shall be ( ): ( ) from Advance Prefab Co., Ltd and ( ) from Two Triangle Co., Ltd.

7.2 Board meetings may be convened by two or more directors, comprising of at least one from Advance Prefab Co., Ltd and one from Two Triangle Co., Ltd.

7.3 Board meetings shall be held no less than four times in every year [and at not more than three months' intervals]. Unless otherwise agreed to by the majority, in which event the period of notice may be waived or reduced, 7 days notice shall be given to each of the Directors of all meetings of the Board, at the address notified from time to time by each Director to the secretary of the Board. Each such notice shall contain, inter alia, an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting, accompanied by any relevant papers for discussion at such meetings and may be sent by means as prescribed in the Myanmar Companies Act.

7.4 Members or Directors shall attend meetings in person or by proxy. For any urgent or immediate matter necessary to be decided without delay, a resolution by circulation by the Board may be allowed. Such resolution shall be confirmed at the next Board meeting.

7.5 Each Director shall be entitled to appoint alternates to attend Board meetings in their place in accordance with the Articles.

7.6 A Director shall not be required to hold any shares in the Company by way of qualification.

The Board may appoint any person under the above condition if his skill, counsel or expertise is necessary for efficient performance of the Board.

7.7 All decisions of the Board shall be made either by polls or show of hands to be decided by the Chairman at every meeting.

## 8. Limitations on the Board's powers of management

8. 1 The Shareholders shall procure, so far as they are able, that no action shall taken or resolution passed by the Company or the Board except with the consent of the simple majority of the Directors in respect of the following matters ("reserved matters"): -

(a) the setting up of any new business or the discontinuance of any existing business or the establishment of a place of business other than the present Business;

(b) the introduction, substantial expansion, discontinuance or substantial reduction of any major line or lines of business;

(c) the adoption of the annual operating plans, budgets and policies of the Company;

(d) the borrowing of any money or the incurring of any debts, commitment or the making of any loan or advance in excess of guidelines from time to time laid down in the approved annual operating plans, budgets and policies;

(e) the creating, incurring or suffering to exist of any mortgage, pledge, lien, charge, security interest, equity, claim or encumbrance on or with respect to, or lease of, any of its property or assets in excess of the said guidelines;

(f) the creation or assumption of any guarantee or indemnity;

(g) any acquisition or disposal of any material asset, or any acquisition of or consolidation or merger with, any other entity or the sale or other disposition of all or substantially all of its assets;

(h) the entry into of any contract or engagement of a material nature (which shall be defined by the Board from time to time) or any contract which is other than at arm's length;

(i) **any commitment to incur expenditure in excess of ( Kyats/USD_____) beyond that** provided for in the annual budget as amended from time to time;

(j) the acquisition or disposal of shares in any company, the incorporation of any subsidiary or the entering into of any joint venture or the dissolution of any such company or joint venture;

(k) the proposing or passing of any special resolution.

## 9. Formation of the Company and Administration

9.1 The Company's Memorandum of Association and Articles of Association (hereinafter referred to as "MOA and AOA") shall be as agreed to by the parties hereto, pursuant to the laws of Myanmar. If any discrepancy is found between this contract and "MOA and AOA", the parties shall amend the "MOA and AOA" to make them in accordance with this contract, and till such time such amendments are made, the conditions set out herein shall prevail.

9.4 The company shall adopt the "MOA and AOA" to be attached hereto as Appendix A.

9.6 The liability of the shareholders shall be limited to the nominal value of the shares respectively held by them.

9.8 The Secretary to the Board shall be appointed by the Board.

9.8 The Managing Director shall be appointed by the Board.

9.9 The Chairman of the Board shall be appointed by the Board.

9.10 The Auditor of the Company shall be a reputable Certified Public Accountant to be appointed by the Board at its first meeting, and for every consequent year by the Annual General meeting.

9.11 The Board shall set overall policy and guidelines for the company, approve annual business plans and budgets. Day to day management of the Company shall be the responsibility of the Managing Director in accordance with the conditions laid out in the Management Agreement.

## 10. Transfers of shares

10.1 Restrictions

No party shall:

(a) pledge, mortgage (whether by way of fixed or floating charge), create a security interest in or otherwise encumber its legal or beneficial interest in its Shares in the Company;

(b) sell, transfer or otherwise dispose of any of its Shares in the Company ( or any legal or beneficial interest therein);

(c) enter into any agreement in respect of any votes attached to the Shares in the Company; or

(d) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing

except in accordance with Clauses 11.2 or with the prior written consent of all other parties.

10.2 Pre-emption

(a) Any party (the "Transferor") may sell, transfer or otherwise dispose of any of its shares in the Company in accordance with the following provisions of this Clause 11.2 PROVIDED THAT the Transferee [as defined in Clause 10.2(b)] shall: -
   (i) be of good financial standing and business repute; and
   (ii) unless otherwise approved by Advance Prefab Co., Ltd or Two Triangle Co., Ltd.

   ., not be engaged, directly or indirectly, in the business of ---------------.

(b) The Transferor shall, before selling, transferring or otherwise disposing of any of its Shares to a third party ("Transferee"), first give notice ("Notice") to the other parties specifying the identity of the Transferee (and the proposed beneficial owner of the Shares, if different), the number and class of Shares it proposes to dispose of ("Sale Shares") and the price per Share at which the Transferor proposes to effect such disposal (the "Price"). Such other parties shall each be entitled within 21 days of receiving the Notice to serve on the Transferor a Preemption Notice. A party serving the Notice is referred to in this Clause as the "Responding Shareholder". A Preemption Notice shall be a notice requiring the Transferor to transfer to the Responding Shareholder all of the Sale Shares at the Price.

(c) The sale shares shall be sold at the Price by the Transferor to the Responding Shareholders who served Preemption Notices within 20 days of the service of the Notice in proportion (as nearly as may be without increasing the number sold to any Responding Shareholder beyond that applied for by him) to their existing holdings of the same class as the Sale Shares.

(d) If, as a result of the operation of the provisions of this Clause the Transferee withdraws its offer to purchase Sale Shares or the application of this Clause results in the Transferor being unable to dispose of all of its Sale Shares the Transferor shall be entitled to dispose of the Sale Shares to any person subject to Clause 10.2(a).

10.3 Where either of the parties hereto having complied with the relevant provisions of this Clause [and the New Articles of Association] wishes to transfer the whole or part of its shareholding in the Company, as the case may be, then the party transferring its Shares in the Company, shall procure that prior to and as a precondition of such transfer that the transferee shall enter into a binding agreement with the parties (or where relevant the non-
transferring party) in substantially the same terms as are set out herein (including this Clause) so far as appropriate.

10.4 No Shareholder shall transfer any interest in any Share without at the same time assigning to the transferee a proportion of any amounts owed to it by the Company equal to the proportion that the interest transferred bears to the total number of Shares in which the party is then beneficially interested.

110.5 The parties agree to procure that the Directors shall approve for registration, but shall only approve for registration, any transfer of Shares in relation to which compliance has been made with this Clause 10 [and the relevant provisions of the New Articles of Association].

10.6 The Company shall procure that each share certificate issued by it shall carry a legend to the effect that the relevant Shares are subject to the terms of this Agreement.

10.7 Exemption to Pre-emption
The pre-emption rule shall not apply to transfer of shares between, parents and children, siblings, and husband and wife.

## 11. Restrictive Covenants

11.1 Advance Prefab Co., Ltd and Two Triangle Co., Ltd (collectively for the purposes of this Clause the "Covenanters") hereby covenant with and undertake that none of them shall not, and that they will procure that none of their respective Associates will, either alone or jointly with or as manager, agent, representative, consultant, partner or employee for or of any person, directly or indirectly in Myanmar:

(a) at any time whilst continues to own directly or indirectly an attributable interest in the Company (the " Relevant Circumstances"):

(i) engage, employ or solicit for employment by any person in any business any employee, former employee, agent or former agent of the Company or former employees whose employment with the Company has been terminated for a period of not less than six months prior to their solicitation or engagement by any of the Covenanters or any Associate of them); or

(ii) be interest in, or in any project or proposal for the acquisition or development of or investment in:

(aa) any business or asset which the Company was during the Relevant Circumstances considering to acquire or develop, or in which it was considering to invest, unless the Company shall have decided against such acquisition, development or investment or invited any of the Covenanters or any Associate of them in writing to participate in, or consented in writing to the Covenanters or any of them or any of their Associates acquiring or developing or investing in, such business or asset; or

(bb) any asset of the Company, unless such asset is offered by the Company for sale to or to development by third parties; or

(iii) be engaged or interested in or concerned with any business which is in any respect in competition with or similar to the Business

during the Relevant Circumstances and for a period of [one year] after the date of cessation of the Relevant Circumstances;

(iv) endeavour to procure orders from, do business with or entice away from the Company, any person who at any time during the year preceding the date of cessation of the Relevant Circumstances was a customer, supplier or contractor of the Company, provided that this sub-clause shall not apply to endeavours to procure orders not relating to, or do business not similar to, the Business of the Company from time to time.

(b) at any time after the date of cessation of the Relevant Circumstances, in Myanmar or any other part of the world use the name or trading style of "-" or represent themselves as carrying on or continuing or being connected with the Company of its Business for any purpose whatsoever.

11.2 While the restrictions contained in Clause 11.1 are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions shall either, taken by itself or themselves together be adjudged to be unenforceable as going beyond what is reasonable in all the circumstances for the protection of the legitimate business interest of the company or other interested parties, or for any other reason whatsoever, but would be adjusted to be enforceable if any particular restriction or restrictions were deleted, or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner than the restrictions contained in Clause 12.1 shall apply with such deletion, restriction or limitation as the case may be.

## 12. Duration of Agreement

12.1 Notwithstanding any other provision of this Agreement, if at any time prior to Completion of the formation of the Company: -

(a) any change in existing laws or regulations or in local or international financial, political, economic or market conditions occurs, which in the reasonable opinion of the parties is materially adverse for the business of the Company or materially adverse in the context to the interests of either or both parties' participation in the venture;

(b) it comes to the notice of any party that any of the representations, warranties of undertakings contained herein, is untrue or inaccurate or breached in any respect considered by the other party to be material,

then this Agreement may be terminated by notice in writing to the other party.

**12.2 This Agreement shall be in effect until the company shall be wound up or otherwise cease to exist as a separate entity or unless terminated earlier pursuant to clauses 12.1, 12.3, 12.4 or 13.**

12.3 This Agreement shall terminate if contrary to the Myanmar Companies Act, all the Shares in the Company are held beneficially by one party hereto.

12.4 This Agreement shall terminate in relation to any party after such party shall have ceased to be a shareholder in the Company.

12.5 Any liability accrued by to the other party shall be governed by the Myanmar Companies Act and other laws for the time being in force.

## 13. Default

13.1 If in relation to any one of the Shareholders ("the Defaulting Shareholder"): -

(a) the Defaulting Shareholder fails to remedy any material breach on its part of this Agreement within 21 days from the service of any written notice by any of the other Shareholders complaining of such breach;

(b) the Defaulting Shareholder enters into any composition or arrangement with its creditors generally or is unable to pay its debts causing attachment of his property, or issue of an injunction by the Court, that maybe detrimental and/or contrary to the interest of the Company;

(c) an order is made or a resolution is passed or a notice is issued convening a meeting for the purpose of passing a resolution of analogous proceedings are taken for the appointment of an administrator of or the winding up of the Defaulting Shareholder, other than a members voluntary winding up solely for the purpose of amalgamation or reconstruction;

then upon written notice of termination to the Defaulting Shareholder by any other Shareholder, this Agreement (other than the provisions of the Clause 12.5) shall automatically terminate with respect to the Defaulting Shareholder, and the provisions of clause 12.2 shall apply.

## 14. Arbitration

14.1 The parties shall amicably settle any claims, disputes and matters of difference between parties arising out of or connected with this Agreement or arising from this Agreement. If such amicable settlement cannot be reached, such dispute shall be finally settled in Yangon, The Union of Myanmar by Arbitration in accordance with the 1944 Myanmar Arbitration Act.

14.2 The Parties further agree that, if and when Myanmar becomes a party to the UNCITRAL 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the "New York convention", then the arbitration provision in Article 14,1 shall be amended from that date forward to Singapore under the Arbitration Rules as at present in force. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in Singapore in accordance with the UNCITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by Singapore International Arbitration Centre ("SIAC") in accordance with its Practice Note on UNCITRAL cases. The appointing authority shall be the Chairman or Deputy Chairman of SIAC. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English.

14.3 Each party shall appoint an Arbitrator each, and the two Arbitrators shall appoint an Umpire. The Award rendered by the Arbitrators shall be final binding on both parties.

14.4 No action shall be brought upon any issue between the parties arising under or in connection with this Agreement until that action had been submitted to Arbitration in accordance with the terms of this Agreement and an Award made.

14.5 Pending the making of an Award in accordance with 14.1, 14.2, 14.3, the parties shall continue to carry out their responsibilities, obligations and duties pursuant to the Agreement as if the claim, dispute or matter of difference had not occurred.

## 15. Governing Law

This Agreement shall be governed and construed in accordance with the Laws of the Republic of the Union of Myanmar for the time being in force.

## 16. Notices

16.1 Any notice or other document to be given under this Agreement shall be in writing and shall be left at or sent by pre-paid registered post (if posted to an address in --------------- and Myanmar), pre-paid registered airmail (if posted to an address outside -------------- and Myanmar), telex or facsimile transmission to the respective address in this Agreement or registered office for the time being of the party to be served or to such other address and/or number as may have been last notified in writing by such party to the other party hereto.

16.2 Any such notice or other document shall be deemed to have been duly given upon receipt if left or sent by facsimile transmission, or if sent by telex upon the receipt by the sending machine of the address's confirmatory answer back, or in the case of electronic transmission, the message leaving the out box, and in the case of notice sent by post it shall be deemed to have been given 3 days after posting or 7 days after posting in the case of airmail. In proving the given of a notice it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted or that the applicable means of telecommunication was properly received. (as the case may be) (or at such other addresses or facsimile numbers or email addresses, as shall be specified by the parties from time to time by notice pursuant to this Clause):

To ___
Name:
Designation"
Address:
email and fax

To ___
Name:
Designation"
Address:
email and fax

## 17. Counterparts

This Agreement may be executed in any number of counterparts and the different parties hereto on separate counterparts each of which when so executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.

## 18 Confidentiality

The parties hereto shall and shall procure the Company to keep and shall procure that their respective agents and employees and the agents and employees of the

Company shall keep confidential all trade, secrets, technical data or other information of a confidential nature belonging to or obtained from the other until the same shall have become generally known to companies engaged in similar business otherwise than through disclosure on the part of the part of the parties hereto or their respective agents or employees or the agents or employees of the company.

## 19. Force Majeure

Neither party shall be liable to the other for failure or delay in performance of any of its obligations under this Agreement due to *Force Majeure,* in which event, the parties shall communicate with each other as early as possible to discuss and find ways and means to continue with the Agreement.

## 20. General

20.1 This Agreement contains the entire understanding between the parties hereto and supercedes any prior understanding and/or agreements between the parties hereto respecting the subject matter of this Agreement.

20.2 Any variation to this Agreement shall be binding only if it is recorded in a document signed by all the parties hereto.

20.3 The benefit of this Agreement shall not be capable of being assigned by either party hereto.

20.4 This Agreement is not a partnership agreement under the Myanmar Partnership Act and shall not be interpreted or applied as such in any circumstances.

## 21. Resolutions of Deadlock

21.1 In the event that any one of the Parties in good faith shall consider that, as a result of disagreement between them, no satisfactory resolution of material points can be achieved and/or that the Company is being operated to the detriment of the transferring shareholder (as defined in Clause 21.2 (d) below) in a material manner, and the Auditors have certified that in their opinion the question at issue is of material importance either to the present or them current business of the Company or any other business contemplated by this Agreement and/or that the Company is being operated to the detriment of the transferring shareholder in a material manner, then for the purpose of this Clause 21 a deadlock shall be deemed to have occurred.

In the event of a deadlock;

(a) either party (**"Server"**) shall be entitled at any time within 30 days from the date of the Auditors' certificate to serve a notice ( **"Deadlock Resolution Notice"**) on the other party (**" Recipient"**) offering either to sell all ( but not some only) of its shares in the Company at a price per share specified by it (**"Specified Price"**) or to purchase all (but not some only) of the Recipient's shares in the Company at a price per share equal to

the Specified Price. Once given a Deadlock Resolution Notice cannot be withdraw without the written consent of the Recipient;

(b) within 30 days of service of a Deadlock Resolution Notice the Recipient shall by notice to the Server (**"Counter Notice"**) be entitled either to accept the offer contained in the Deadlock Resolution Notice or ( if the offer contained was to purchase the Recipient's shares) to elect to purchase all (but not some only) of the Server's shares in the Company at a price per share equal to the Specified Price or (if the offer contained in the Deadlock Resolution Notice was to sell the Server's shares) to elect to sell all (but not some only) of the Recipient's shares in the Company to the Server at a price per share equal to the Specified Price. If no Counter Notice is served by the Recipient on the Server within the period referred to the Recipient shall be deemed to have accepted the offer contained in the Deadlock Resolution Notice;

(c) upon demand acceptance of the Deadlock Resolution Notice or upon service of the Counter Notice (as applicable) the Parties shall become respectively bound to buy or sell accordingly and completion of any such sale or purchase shall take place within 14 days thereafter;

(d) the Party who pursuant to (a), (b) and (c) above transfers its shares (**"transferring shareholder"**) hereby irrevocably constitutes and appoints, by way of security of its obligations under this Clause 21, any one Director of the Company as its attorney to execute and deliver on its behalf and in its name, the necessary transfer and to receive the purchase money in trust for it. The receipt of the purchase money or any part thereof by the Company shall be a good discharge to the purchasing shareholder (who shall not be bound to see the application thereof) and upon registration of a transfer in exercise or purported exercise of the aforesaid powers, the validity of the transfer shall not be questioned by any person; and

(e) the Parties shall waive all their respective right of pre-emption under the Articles of Association and shall procure that the Directors shall not refuse to register any transfer of the shares effected in accordance with the provision of this Clause 21.

21.2 No claims shall be made by any party against the Auditors in respect of all determination or work done by the Auditors in good faith pursuant to this Clause 21.

## 22. Legal Expenses, Rights and Liabilities

22.1 The two parties shall bear the costs of and the incidental to then preparation and completion of this Agreement equally. Any further expenditure incurred by the parties for their own security, protection or relief shall be borne by the party involved.

22.2 Any liabilities or incurred as pre-formation expenses shall be borne by the party equally, and if it is decided to carry over the expenses till after the formation of the company, such expenses shall be written off by way of issue of shares. Any rights or assets acquired during the pre-formation period for the company shall be transferred to the company forthwith on registration.

**In Witness** whereof the parties have hereunto set their hands to this Agreement in duplicate at Yangon, the day, month and year first above written.

Advance Prefab Co., Ltd

(Represented by Mr. Polpat Karnausta)

Two Triangle Co., Ltd.

(Represented by U Nay Htun Min)

WITNESSES

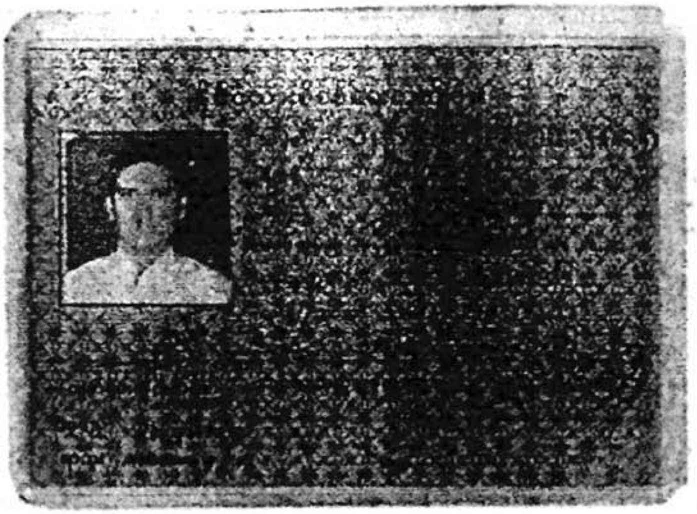


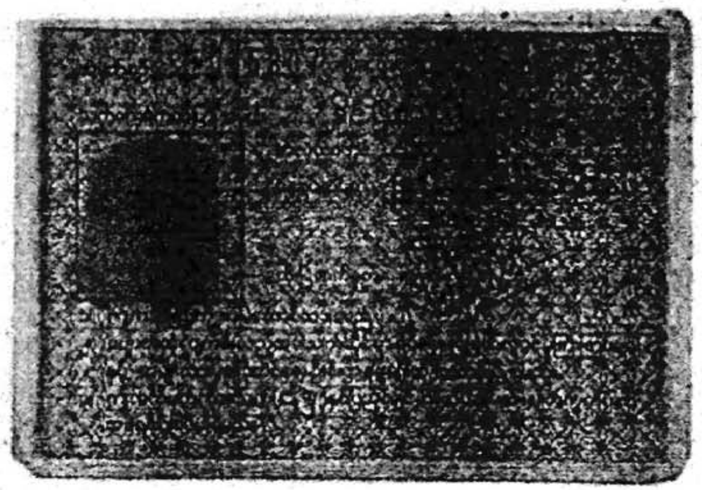

เอกสารสำคัญฉบับนี้ใช้เพื่อประกอบการลงนาม SHAREHOLDERS CONTRACT ระหว่าง ADVANCE PREFAB COMPANY LIMITED " AVP "กับ NAY HTUT MIN NYAN เท่านั้น



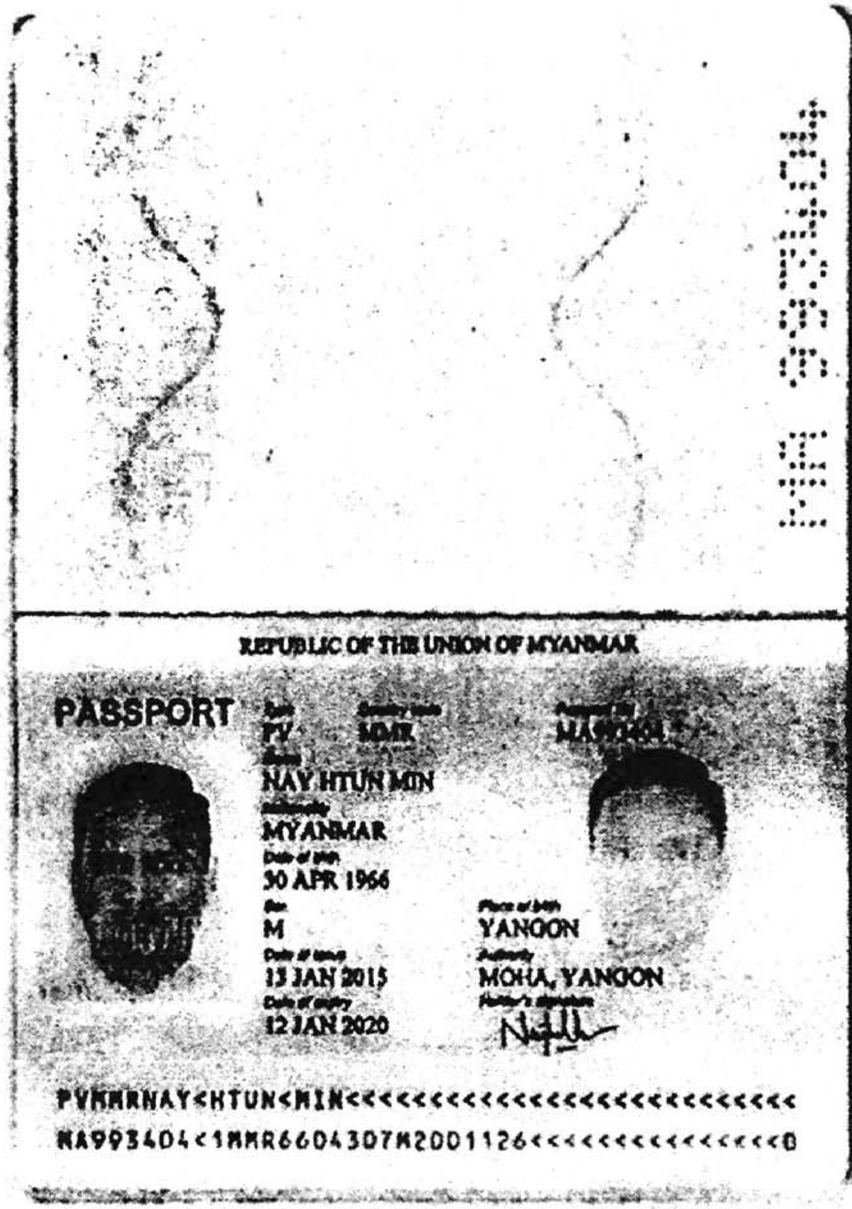
บัตรประจำตัวประชาชน Thai National ID Card
3 1020 01364 86 9
นาง วัฒนา
Name Mrs. Wattana
Date of Birth 9 Apr. 1953
2 Apr. 2014

[redacted] [redacted]





4-4-16



REPUBLIC OF THE UNION OF MYANMAR

PASSPORT

PV MMR

NAY HTUN MIN

MYANMAR

30 APR 1966

M

YANGON

13 JAN 2015

MOHA, YANGON

12 JAN 2020

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4.4.16

TWO TRIANGLE CO.,LTD.
No.607, Mahar Bandola Road, (36)Qtr, North Dagon Township, Yangon, Myanmar.
Tel/Fax : 951-581318, E-mail : ttcmyanmar369@gmail.com

**TTC Companyနှင့်Advance Prefab Companyအကျိုးတူပူးပေါင်းဆောင်ရွက်ရန် အစည်းအဝေးမှတ်တမ်း**

အစည်းအဝေး ကျင်းပသည့်နေ့ - ၁ - ၄ -၂၀၁၆

အစည်းအဝေး ကျင်းပသည့်အချိန် - နံနက် (၁၀:၀၀) နာရီ

အစည်းအဝေး ကျင်းပသည့်နေရာ - ကုမ္ပဏီရုံးခန်း အစည်းအဝေးခန်းမ

**အစည်းအဝေးတက်ရောက်သူများ**

၁။ ဒေါ်ယဉ်မင်းထွေး - အုပ်ချုပ်မှုဒါရိုက်တာ

၂။ ဦးသက်ထွန်း - ဒါရိုက်တာ

၃။ ဦးနေထွန်းမင်း - ဒါရိုက်တာ

၄။ ဦးအောင်ကျော်မင်း - ဒါရိုက်တာ

၅။ ဦးစိုးအောင် - ဒါရိုက်တာ

၆။ ဒေါ်ခိုင်နု - ဒါရိုက်တာ

**အစည်းအဝေးမှ ဆွေးနွေးဆုံးဖြတ်ချက်များ**

၁။ အစည်းအဝေးမှ **TTC Co.,Ltd**နှင့် **Advance Prefab Co.,Ltd** မြန်မာပြည်တွင် အကျိုးတူပူးပေါင်းဆောင်ရွက်ရန်အတွက် လက်မှတ်ရေးထိုးခြင်းကို အများသဘောတူ ဆုံးဖြတ်ကြပါသည်။

၂။ အစည်းအဝေးတွင် **TTC Co.,Ltd**ဘက်မှ ၃၀%နှင့် **Advance Prefab Co.,Ltd**မှ ၇၀%သတ်မှတ်၍ လုပ်ငန်းဆောင်ရွက်ရန် ဆွေးနွေးဆုံးဖြတ်ခဲ့ကြပါသည်။

၃။ **TTC Co.,Ltd**မှ ဦးနေထွန်းမင်းကို ကိုယ်စားလှယ်အဖြစ် ခန့်အပ်ရန် အများသဘောတူဆုံးဖြတ်ခဲ့ကြပါသည်။

၄။ **TTC Co.,Ltd**မှ ဦးနေထွန်းမင်း (မှတ်ပုံတင်အမှတ်-၁၂/ကတတ(နိုင်)၀၁၂၈၈၈) နှင့် ဦးစိုးအောင် (မှတ်ပုံတင်အမှတ်-၁၂/ကမတ(နိုင်)၀၄၄၂၈၀) တို့နှစ်ဦးအား ကုမ္ပဏီသစ်တွင်ပါဝင်ရန် အများသဘောတူဆုံးဖြတ်ခဲ့ပါသည်။

၅။ အစည်းအဝေးမှ အထက်ပါအချက်များအား ဆွေးနွေးဆုံးဖြတ်ပြီး အစည်းအဝေးကို ရုတ်သိမ်းလိုက်ပါသည်။

မှတ်တမ်းတင်သူ

THET HTUN
DIRECTOR
TWO TRIANGLE CO., LTD

# ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ........ ဒေါ်ယဉ်မင်းထွေး (၁၂/ကတတ(နိုင်)၀၀၀၁၆၉ )

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ ........ အမှတ်(၆၀၇)၊မဟာဗန္ဓုလလမ်း၊(၃၆)ရပ်ကွက်၊ ဒဂုံမြို့သစ်မြောက်ပိုင်းမြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီး

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ........ ၀၁-၅၈၁၃၁၈

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း– ........
(၁) ဦးသက်ထွန်း
၁၂/ကတတ(နိုင်)၀၁၀၀၆၄
(၂) ဦးနေထွန်းမင်း
၁၂/ကတတ(နိုင်)၀၁၂၈၈၈

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ( ၃၁-၅-၂၀၁၅ )မှ ( ၃၀-၅-၂၀၂၀ )ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်၊ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်၊

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စု ၀န်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်၊

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင် မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
( မော်မော်စိုး၊ဒုတိယညွှန်ကြားရေးမှူး )

လာရောက်ထုတ်ယူသည့်ရက်စွဲ၊

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ 001097

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

# ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် သက်တမ်းတိုး

အမှတ် ၂၈၈ / ၂၀၁၀ - ၂၀၁၁

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ တြိဂံ နှစ်လုံး ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် တန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၀ နှစ်၊ မေ လ၊ ၃၁ ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား ၂၀၁၅ နှစ်၊ မေ လ၊ ၁၉ ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နီလာမူ ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

# CERTIFICATE OF INCORPORATION

NO. 288 of 2010 - 2011

I hereby certify that the tenure of TWO TRIANGLE COMPANY LIMITED incorporated under the Myanmar Companies Act on 31st MAY, 2010 is renewed with effected from 19th MAY, 2015

**For Director General**

**(Nilar Mu , Director)**

Directorate of Investment and Company Administration

Presented for filing by :

Name, Address and Description of Allotees

| Names & N.R.C No | Address | Description | Number of Shares Allotted | |
|---|---|---|---|---|
| | | | Preference | Ordinary |
| U Nay Tun Min<br>12/Ka Ta Ta (Naing) 012888 | No. 19, Bldg: 25, Uwisara Housing Complex, Dagon Township, Yangon. | Merchant | | 25 |
| | | | Total | 25 |

Signature

AA DO

QIANG

# FORM VI

## RETURN OF ALLOTMENTS
## THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the Allotment is made)

Return of allotment from the 1st of July 200 2010

on the 1st of July 2010 of the TWO TRIANGLE Co. LTD

Made pursuant to Section 104(1)

Number of the shares allotted payable in cash ..... 25 Shares

" " " " .....

Nominal amount of the shares so allotted ... Ks.2500000/-

" " " " .....

Amount paid or due and payable on each such share..... Ks.100000/-

" " " " .....

Number of ordinary shares allotted for a consideration other than cash

Nominal amount of the ordinary shares so allotted .....

Amount to be treated as paid on each such share .....

The consideration for which such share have been allotted is as follows:-

---

**NOTE:** In making a return of allotments under Section 104(1) the Myanmar Companies Act., it is to be noted that-

1. When a return includes several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.

2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world "From" after the world "allotments" above.

Here insert name of Company.
Distinguish between preference, ordinary, or other description of shares.

01795

# FORM XXVI

## PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

**( Myanmar Companies Act, See Section 87 )**

Name of Company : TWO TRIANGLE CO.,LTD

Presented by : Daw Yin Min Htwe(M.D

| he Present ristian name r names of urnames | Nationality, National Registration Card No. | Usual Residential Address | Other Business Occupation | Changes |
|---|---|---|---|---|
| Min Htwe | Myanmar 12/Ka Ta Ta (Naing)000169 | No.4, 5th Floor,Tha Pyay Nyo Street, Shin Saw Pu Ward,Sanchaung Township, Yangon. | Merchant | Managing Director |
| un | Myanmar 12/Ka Ta Ta (Naing) 010064 | No.107, 4th Floor_Left, Seikkanthar Street, Ward No.7, Kyauktada Township, Yangon. | Merchant | Director |
| n Min | Myanmar 12/Ka Ta Ta (Naing)012888 | No.19, Bldg: 25,U Wisara Housing Complex, Dagon Township, Yangon. | Merchant | Director |
| ya[redacted]Min | Myanmar 12/Sa Kha Na (Naing) 056988 | No.28,Pathein Street, Kyun/Lal Ward, Sanchaung Township, Yangon. | Merchant | Director |
| ng | Myanmar 12/Ka Ma Ta (Naing) 044280 | No.28,Pathein Street, Kyun/Lal Ward, Sanchaung Township, Yangon. | Merchant | Director |
| Zan Hla (a) e Nu | Myanmar 12/Da Ga Na (Naing) 022807 | No.19, Bldg: 25, U Wisara Housing Complex, Dagon Township, Yangon. | Merchant | Appointed as Director w.e.f 11.9.15. |

(1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of ........................ and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

11.[redacted].15

Signature ..............................

Designation ..............................

YIN MIN HTWE
MANAGING DIRECTOR
TWO TRIANGLE CO., LTD.

01795

# FORM XXVI

## PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

**( Myanmar Companies Act, See Section 87 )**

Name of Company : TWO TRIANGLE CO.,LTD

Presented by : Daw Yin Min Htwe (M.D

| he Present ristian name r names of urnames | Nationality, National Registration Card No. | Usual Residential Address | Other Business Occupation | Changes |
|---|---|---|---|---|
| Min Htwe | Myanmar 12/Ka Ta Ta (Naing)000169 | No.4, 5th Floor,Tha Pyay Nyo Street, Shin Saw Pu Ward,Sanchaung Township, Yangon. | Merchant | Managing Director |
| un | Myanmar 12/Ka Ta Ta (Naing) 010064 | No.107, 4th Floor_Left, Seikkanthar Street, Ward No.7, Kyauktada Township, Yangon. | Merchant | Director |
| n Min | Myanmar 12/Ka Ta Ta (Naing)012888 | No.19, Bldg: 25,U Wisara Housing Complex, Dagon Township, Yangon. | Merchant | Director |
| ya [redacted] Min | Myanmar 12/Sa Kha Na (Naing) 056988 | No.28,Pathein Street, Kyun/Lal Ward, Sanchaung Township, Yangon. | Merchant | Director |
| ng | Myanmar 12/Ka Ma Ta (Naing) 044280 | No.28,Pathein Street, Kyun/Lal Ward, Sanchaung Township, Yangon. | Merchant | Director |
| Zan Hla (a) e Nu | Myanmar 12/Da Ga Na (Naing) 022807 | No.19, Bldg: 25, U Wisara Housing Complex, Dagon Township, Yangon. | Merchant | Appointed as Director w.e.f 11.9.15. |

(1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of ........................ and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

11.[redacted].15
........................................

Signature ........................................

Designation ........................................

YIN MIN HTWE
MANAGING DIRECTOR
TWO TRIANGLE CO., LTD.

## FORM XXVI

### PARTICULARS OF DIRETORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : TWO TRIANGLE CO., LTD. Present by : Daw Yin Min Htwe, Man

| The Present Christian name or names of surnames | Nationality, National Registration Card No. | Usual Residential Address | Other Business Occupation | Changes |
|---|---|---|---|---|
| Daw Yin Min Htwe | Myanmar 12/Ka Ta Ta (Naing) 000169 | No. 4 (5th Floor), Tha Pyay Nyo Street, Shin Saw Pu Ward, Sanchaung Township, Yangon. | Merchant | Appointed as Managing w.e.f. (4-6-2010) |
| U Thet Tun | Myanmar 12/Ka Ta Ta (Naing) 010064 | No. 107 (4th Floor-Left), Seikkanthar Street, Ward No. (7), Kyauktada Township, Yangon. | Merchant | Appointed as Director w.e.f. (4-6-2010) |
| U Nay Tun Min | Myanmar 12/Ka Ta Ta (Naing) 012888 | No. 19, Bldg: 25, Uwisara Housing Complex, Dagon Township, Yangon. | Merchant | Appointed as Director w.e.f. (1-7-2010) |

TE (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of ........ and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry.

TWO TRIANGLE CO., LTD. No........... Date..........

Signature .........YIN MIN H

MANAGING DI

Designation .TWO TRIANGLE

I this ....1st July 2010....

SPECIMEN SIGNATURE(S)

| | |
|---|---|
| တစ်ပတ်လျှင်တစ်ကြိမ်သာငွေထုတ်ပေးပါသည်။<br>ငွေထုတ်လျှင် မှတ်ပုံတင်မူရင်း ယူဆောင်လာပါရန်။ | (stamp: KANBAWZA BANK LTD)<br>Manager |
| Ph -532406, 532407, 532408, 515206, 515214<br>Fax-515207, 515208, 515213 | Manager |

Type of Account: Corporate_Domestic

Signature Requirements: JOINT(B) ONE PERSON WILL SIGN

Special Instructions: ..........

Account No. 057-304-05700955801 (KANBAWZA BANK Ltd(KTL))

Name of Account TWO TRIANGLE CO.,LTD

| Name(s) of Account Holder(s) | NRC /CRC No(s) |
|---|---|
| 1. U NAY HTUN MIN | 12/KATATA(N)012888 |
| U THET HTUN | 12/KATATA(N)010064 |
| 2. | |
| 3. | |

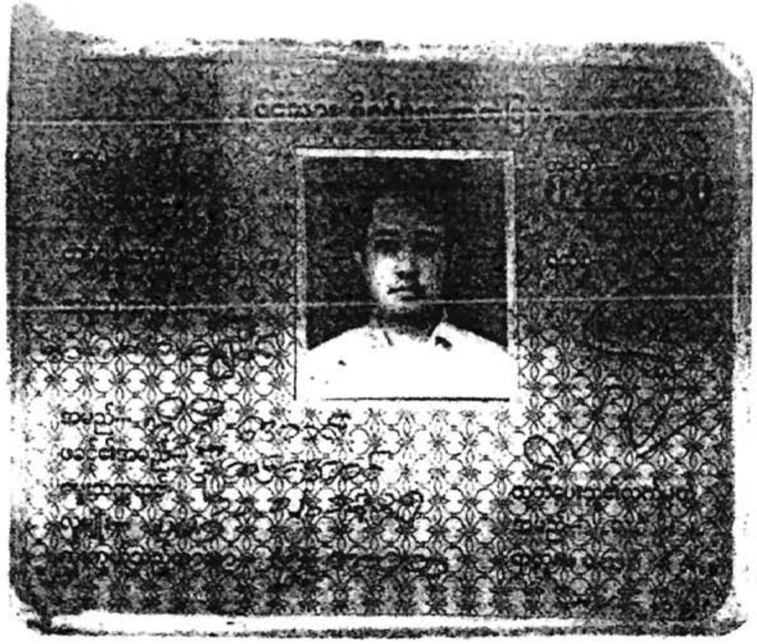
KBZ BANK
ကမ္ဘောဇဘဏ်လီမိတက်

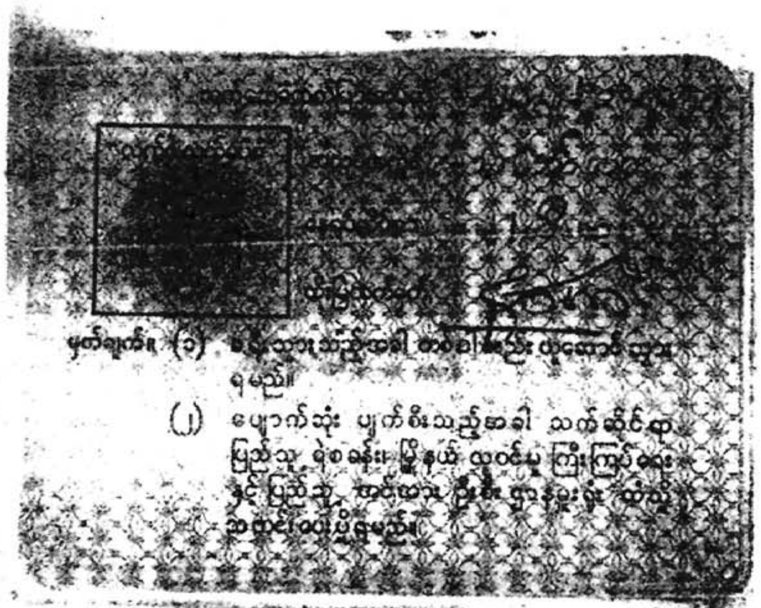
The use of this passbook is governed by the Bank's Terms and Conditions for Saving Accounts as amended from time to time.



| | Date ရက်စွဲ | Code သင်္ကေတ | Deposit သွင်းငွေ | Withdrawal ထုတ်ငွေ | Balance လက်ကျန် | Official ငွေကိုင်အရာရှိ |
|---|---|---|---|---|---|---|
| 1 | 01-JAN-17 | ICC | 3,306.11 | 0.00 | 163,602.47 | |
| 2 | 13-FEB-17 | CHD | 10,000,000.00 | 0.00 | 10,163,602.47 | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
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| 19 | | | | | | |
| 20 | | | | | | |

ဘဏ်မှမထွက်ခွာမီစာရင်းရေးသွင်းချက်များကိုစစ်ဆေးပါ။

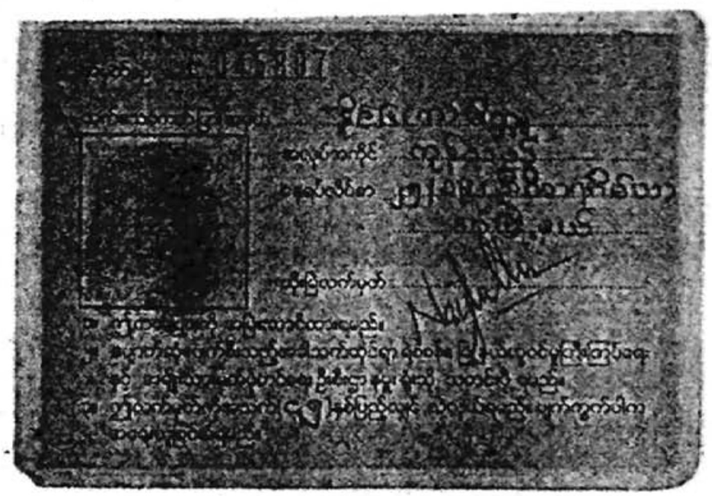




မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လဝင်မှု ကြီးကြပ်ရေးနှင့် ပြည်သူ့ အင်အား ဦးစီး ဌာနမှူးရုံး သို့ အကြောင်း ပေးပို့ရမည်။





# INDEPENDENT AUDITORS' REPORT

To the shareholders of ADVANCE PREFAB CO.,LTD.

I have audited the accompanying financial statements of ADVANCE PREFAB CO.,LTD. Which comprise the statement of financial statement position as at 31 December 2015, the statements of income and changes in equity for the year then ended, and a summary of significant policies and other explanatory notes.

**Management's Responsibility for the Financial Statements**

Management's responsibility for the preparation and fair presentation of these financial statements in accordance with financial Reporting Standards for Non-Publicly Accountable Entities, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with Auditing standard. Those standards require that I comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity' preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness the entity' internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

**Opinion**

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position as at 31 December 2015, and the financial performance for the year then ended of ADVANCE PREFAB CO.,LTD. in accordance with Financial Reporting Standards for Non-Publicly Accountable Entities.

(MR NARONG PADUNGSOONTARARAK)

Certified Public Accountant Registration No 0903

Thanapan & Associated CO.,LTD.

67/2 Samsen Road,

Dusit, Bangkok Thailand

February 4, 2016

ADVANCE PREFAB CO.,LTD.

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2015 AND 2014

## ASSETS

| | | Baht | |
|---|---|---|---|
| | | 2015 | 2014 |
| CURENT ASSETS | | | |
| Cash and Cash Equivalents | (Note 3) | 11,729,515.48 | 32,330,679.63 |
| Trade Accounts Receivable | | 775,237.01 | - |
| Other Current Assets | | 31,776,274.81 | 9,534,387.24 |
| Total Current Assets | | 44,281,027.30 | 41,865,066.87 |
| NON-CURRENT ASSETS | | | |
| Property, Building And Equipment - Net | (Note 4) | 523,739,937.87 | 163,479,467.25 |
| Total Non - Current Assets | | 523,739,937.87 | 163,479,467.25 |
| TOTAL ASSETS | | 568,020,965.17 | 205,344,534.12 |

The accompanying notes are an integral part of these statements.

(MRS. WATTANA SAMANAWONG)
DIRECTOR

(MR. SOOK SUEYANYONGSIRI)
DIRECTOR

ADVANCE PREFAB CO.,LTD.

STATEMENT OF FINANCIAL POSTION

AS AT DECEMBER 31, 2015 AND 2014

## LIABILITIES AND SHAREHOLDER'S EQUITY

| | | Baht | |
|---|---|---|---|
| | | 2015 | 2014 |
| CURRENT LIABILITIES | | | |
| Trade Accounts Payable and Other Creditors | | 186,938,237.30 | 57,284,261.87 |
| Other Current Liabilities | | 156,749.51 | 90,379.54 |
| Total Current Liabilities | | 187,094,986.81 | 57,374,641.41 |
| NON-CURRENT LIABILITIES | | | |
| Long-Term Loans | (Note 5) | 190,000,000.00 | - |
| Employee Benefits Obligation | (Note 6) | 3,811,862.00 | - |
| Total Non-Current Liabilities | | 193,811,862.00 | - |
| TOTAL LIABILITIES | | 380,906,848.81 | 57,374,641.41 |
| SHAREHOLDER'S EQUITY | | | |
| Share Capital | | | |
| Authorized Share Capital | | | |
| 2,000,000 Common Stock,baht 100 each | | 200,000,000.00 | 200,000,000.00 |
| Issued and Paid up Share Capital | | | |
| 2,000,000 Common Stock,baht 100 each | | 200,000,000.00 | - |
| 1,000,000 Common Stock,baht 100 each | | - | 100,000,000.00 |
| 1,000,000 Common Stock,baht 50 each | | - | 50,000,000.00 |
| Retained Earning | | (12,885,883.64) | (2,030,107.29) |
| Total Shareholder's Equity | | 187,114,116.36 | 147,969,892.71 |
| TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY | | 568,020,965.17 | 205,344,534.12 |

The accompanying notes are an integral part of these statements.

(MRS. WATTANA SAMANAWONG) (MR. SOOK SUEYANYONGSIRI)

DIRECTOR DIRECTOR

ADVANCE PREFAB CO.,LTD.

STATEMENTS OF PROFIT AND LOSS AND RETAINED EARNING

FOR THE YEAR ENDED DECEMBER 31, 2015 AND 2014

| | Baht | |
|---|---|---|
| | 2015 | 2014 |
| REVENUES | | |
| Sales | 6,302,930.79 | 40,296.60 |
| Total Revenues | 6,302,930.79 | 40,296.60 |
| EXPENSES | | |
| Administrative Expenses | 17,158,707.14 | 2,007,683.89 |
| Total Expenses | 17,158,707.14 | 2,007,683.89 |
| NET LOSS | (10,855,776.35) | (1,967,387.29) |

The accompanying notes are an integral part of these statements.

(MRS. WATTANA SAMANAWONG)

DIRECTOR

(MR. SOOK SUEYANYONGSIRI)

DIRECTOR

ADVANCE PREFAB CO.,LTD.

STATEMENT OF CHANGE IN SHAREHOLDER'S EQUITY

FOR THE YEAR ENDED DECEMBER 31, 2015 AND 2014

| | Baht | | |
|---|---|---|---|
| | Issued and paid up share capital | Retained Earning | Total |
| As At January 1, 2014 | 250,000.00 | (62,720.00) | 187,280.00 |
| Registered Increase Share Capital | 149,750,000.00 | - | 149,750,000.00 |
| Net Loss 2014 | - | (1,967,387.29) | (1,967,387.29) |
| As At December 31, 2014 | 150,000,000.00 | (2,030,107.29) | 147,969,892.71 |
| Issued And Paid-Up Increase Share Capital | 50,000,000.00 | - | 50,000,000.00 |
| Net Loss 2015 | - | (10,855,776.35) | (10,855,776.35) |
| As At December 31, 2015 | 200,000,000.00 | (12,885,883.64) | 187,114,116.36 |

The accompanying notes are an integral part of these statements.

(MRS. WATTANA SAMANAWONG)
DIRECTOR

(MR. SOOK SUEYANYONGSIRI)
DIRECTOR

ADVANCE PREFAB CO.,LTD.

NOTES TO THE FINANCIAL STATEMENT

AS AT DECEMBER 31, 2015 AND 2014

GENERAL INFORMATION

Advance Prefab Co.,Ltd. has been established as the company limited as per the law and registered on December 12,2013. Head Office is Located at No.2/3, Bang Na Tower A Building 18 th Floor, Village No. 14, Bang Na - Trat Road, Km 6.5 Bang Kaeo Sub-district , Bang Phli District, Samut prakan Province. It runs the business in Thailand with the main one. The company conducts the concrete production business.

1. Basis of prepration of financial statements.

These financial statements have been prepared in accordance with qenerally accepted accounting principles as possible Since 2000 Under the Accounting Act and accounting standards prescribed under the Acconting Profession Act Be 2004 Shall comply with the standards for financial reporting. Standards for public affaire at no interest. Acording to the Federation 20/2001 , date April 12, 2011

The presentation of financial statements. Made in accordance with the statements in the financial statements. The Department of Business Development Ministry of Commerce issued under the Accounting Act Since 2011. dated September 28, 2011

2. IMPORTANT ACCOUNTING POLICY

2.1 The company recognized the revenue and expense by computing on accrual basis.

3. CASH ON HAND AND EQUIVALENTS COMPRISING :-

| | Baht | |
|---|---|---|
| | 2015 | 2014 |
| Cash | 2,844.11 | 1,135.78 |
| Cash at Bank | 11,726,671.37 | 32,329,543.85 |
| Total | 11,729,515.48 | 32,330,679.63 |

(MRS. WATTANA SAMANAWONG)

DIRECTOR

(MR. SOOK SUEYANYONGSIRI)

DIRECTOR

ADVANCE PREFAB COMPANY LIMITED

ADVANCE PREFAB CO.,LTD.

NOTES TO THE FINANCIAL STATEMENT

AS AT DECEMBER 31, 2015 AND 2014

4. PROPERTY, BUILDING AND EQUIPMENT NET, COMPRISING :-

| | Baht | | | |
|---|---|---|---|---|
| | Balance on | For the year | | Balance on |
| | December 31,2014 | Increase | Decrease | December 31,2015 |
| CAPITAL VALUE | | | | |
| Land | 26,158,492.99 | - | - | 26,158,492.99 |
| Land Improvements | 7,934,245.61 | 28,107,248.60 | - | 36,041,494.21 |
| Retaining Wall, Drainage Trough between the fence construction | - | 13,427,513.54 | - | 13,427,513.54 |
| Road under construction | - | 11,986,414.60 | - | 11,986,414.60 |
| Public Utility System under construcion | - | 4,451,168.63 | - | 4,451,168.63 |
| Residental Building under construction | - | 10,588,325.46 | - | 10,588,325.46 |
| Office Building under construction | - | 1,307,500.00 | - | 1,307,500.00 |
| Building under construction | 8,736,679.09 | 244,618,889.05 | - | 253,355,568.14 |
| Concrete Plant under construction | - | 7,591,214.60 | - | 7,591,214.60 |
| General Machinery | - | 2,850,467.29 | - | 2,850,467.29 |
| Equipment for installation | 120,404,089.64 | 25,000,791.89 | - | 145,404,881.53 |
| Tools | 105,300.00 | 3,769,061.55 | - | 3,874,361.55 |
| Office Equipment | 19,500.00 | 1,025,985.88 | - | 1,045,485.88 |
| Computer program | 123,345.40 | - | - | 123,345.40 |
| Vehicles | - | 6,500,981.32 | - | 6,500,981.32 |
| Total | 163,481,652.73 | 361,225,562.41 | | 524,707,215.14 |
| ACCUMULATED DEPRECIATION | | | | |
| Machines | - | 121,828.20 | - | 121,828.20 |
| Tools | 1,779.46 | 410,214.39 | - | 411,993.85 |
| Office Equipment | 406.02 | 125,351.68 | - | 125,757.70 |
| Vehicles | - | 307,697.52 | - | 307,697.52 |
| Total | 2,185.48 | 965,091.79 | - | 967,277.27 |
| PROPERTY PLANT AND EQUIPMENT | 163,479,467.25 | | | 523,739,937.87 |

(MRS. WATTANA SAMANAWONG)
DIRECTOR

(MR. SOOK SUEYANYONGSIRI)
DIRECTOR

5. The company issured 9 Promissory Notes to The Nawarat Patanakarn Public Company Limited for the loan in amount of 190 millions baht with the interest rate of 6.525 percent per year.

6. EMPLOYEE BENEFIT OBLIGATIONS

When employees resign from their jobs, the provisions on employee benefits are recorded as the operating expenses through out the periord of time that they have worked for the company by estimating the future benefits which they will receive from their working in term of current period and future period with the provision principles defined by the company mangement.

(MRS.WATTANA SAMANAWONG)

DIRECTOR

(MR.SOOK SUEYANYONGSIRI)

DIRECTOR

ธนาคารไทยพาณิชย์ จำกัด (มหาชน)
THE SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED
สาขาบางนาทาวเวอร์ / BANGNA TOWER BRANCH

ใบแจ้งรายการบัญชีออมทรัพย์
STATEMENT OF SAVINGS ACCOUNT

ชื่อ-สกุล Name: ADVANCE PREFAB CO.,LTD

เลขที่บัญชี Account No.: 331-290092-8

ที่อยู่ Address: BANGNA TOWERS A BUILDING 18 FL. 2/3 MOO 14 BANGNA-TRAD KM.6.5 ROAD BANGKAEW BANG PHLI SAMUTPRAK10540

วันที่ Date: 01/10/2016 - 31/10/2016

| Date วันที่ | Time เวลา | Code รายการ | Channel ช่องทาง | Debit / Credit ลูกหนี้/เจ้าหนี้ | Balance/Baht ยอดเงินคงเหลือ | Description รายละเอียด |
|---|---|---|---|---|---|---|
| | ยอดเงินคงเหลือยกมา (BALANCE BROUGHT FORWARD) | | | | | |
| 31/10/16 | 17:47 | X2 | ALS | 537,407.26 | 82,098,560.53 | ชำระเงินกู้SCB |
| | TOTAL AMOUNTS (Debit) | | | 96,762,122.22 | | |
| | TOTAL AMOUNTS (Credit) | | | 157,189,300.00 | | |
| | TOTAL ITEMS | | | 121 3 | | |

จัดพิมพ์ที่ หน่วยงานสาขาบางนาทาวเวอร์ โดย นางสาวอัญชลี เหลืองอร่าม 40939 วันที่ 10/11/2016 เวลา 15:42:34

480055

AYA Bank
Ygn_SSP(min ...)

Branch address: No(124/B,C), Ground Flr, Corner of Thukhamain and Sanchaung Street, Shinsawpu Qtr, Sanchaung Tsp, Yangon.

Branch phone: 2304876~77

## Premium A/C

Special Instruction :

JOINT - B

Manager

Account type: Saving

Account number 0095224010001080

Customer name: U NAY HTUN MIN#DAW MAY SANDAR AUNG

NRC: 12/KATATA(N)012888 # 12/-THA-HGA-KA-(N)-012615

Father name: U KHIN MAUNG NYO#U THAR HTUN AUNG

Address: NO(57), BAHO ST, SANCHAUNG YANGON(WEST) YANGON # NO (57), BLOCK - A - 3 - 2, BAHO RD, SANCHAUNG TSP;

| | | | | | |
|---|---|---|---|---|---|
| 19-09-2016 | CQD | 19,400,000.00 | | 102,153,487.89 | |
| 22-09-2016 | CW | | 1,000,000.00 | 101,153,487.89 | |
| 30-09-2016 | CW | | 500,000.00 | 100,653,487.89 | |
| 30-09-2016 | INT | 594,718.86 | | 101,248,206.75 | |
| 03-10-2016 | CW | | 2,100,000.00 | 99,148,206.75 | |
| 07-10-2016 | CW | | 6,000,000.00 | 93,148,206.75 | |
| 10-10-2016 | CD | 2,000,000.00 | | 95,148,206.75 | |
| 12-10-2016 | CW | | 2,000,000.00 | 93,148,206.75 | |
| 14-10-2016 | CW | | 10,600,000.00 | 82,548,206.75 | |
| 19-10-2016 | CW | | 500,000.00 | 82,048,206.75 | |
| 25-10-2016 | CW | | 3,500,000.00 | 78,548,206.75 | |
| 31-10-2016 | CW | | 7,000,000.00 | 71,548,206.75 | |

(Translation)

Official Emblem

No. SorPor.005198

Office of the Company Limited and Partnership Registration, Samut Prakan Province
Department of Business Development, Ministry of Commerce

# CERTIFICATE

This is to certify that this company has been registered in accordance with the Civil and Commercial Code as a juristic person in the Category of Limited Company on 12th December 2013 with Registration Number 0115556024838, as appeared in the particulars of the registered documents of the juristic person on the date of issuance of this certificate as follows:

1. Name of Company : **ADVANCE PREFAB CO., LTD.**

2. There are 7 directors according to following names list:

   1. Mr. Polpat Karnasuta
   2. Mr. Nivate Ienghong
   3. Mrs. Wattana Samanawong
   4. Mr. Sool Sueyanyongsiri
   5. Mr. Wittaya Muenthong
   6. Mr. Nicolino Pasquini
   7. Mr. Mongkol Peerasantikul /

3. Number or names of directors authorized to affix signature and be binding on the company are two directors who can jointly sign with the company seal affixed./

4. Registered Capital : 200,000,000.00 Baht / Two Hundred Million Baht only/

5. Head Office is located at No. 2/3, Bang Na Tower A Building, 18th floor, Village No. 14, Bang Na-Trat Road, Km. 6.5, Bang Kaeo Sub-district, Bang Phli District, Samut Prakan Province /

6. The company's objectives contain 40 items as appear in the copies of documents attached hereto in 3 sheets, bearing the signature of the registrar who certified document, with the seal of the Office of the Company Limited and Partnership Registration.

Issued on: 11th February 2016

- Signature -
(Mr. Noppharat Kritphatthanakun)
Registrar
(Official Seal Affixed)

Warning: The user should examine the useful information attached to this certificate every time.

Department of Business Development
Ministry of Commerce

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(Translation)

**Official Emblem**

No. SorPor.005198

Office of the Company Limited and Partnership Registration, Samut Prakan Province
Department of Business Development, Ministry of Commerce

# CERTIFICATE

Useful Information in support of Certificate No. SorJor.005198

1. The registered juristic person, when employ the employees or workers, is required to contact the local/provincial social security office within 30 days to act in compliance both the law on the social security and the law on compensation.
2. This juristic person has already submitted its financial statement for the year 2014.
3. This certificate certifies only the statement which the partnership/company has brought to register for legal purpose. Facts should be sought for its standing consideration.
4. The registrar may revoke the registration if it appears that the substantial contents registered are not correct or false.

-Signature-
Mr. Noppharat Kritphatthanakun
11th February 2016
(Official Seal Affixed)

Department of Business Development
Ministry of Commerce

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(Translation)

No. SorPor.005198 Issued on 11th February 2016

-Signature-
Mr. Noppharat Kritphatthanakun
11th February 2016
(Official Seal Affixed)

The objectives of this Partnership/Company contain 40 items as follows:

(1) To purchase, supply, accept, hire, buy on hire-purchase, acquire ownership, occupy, modify, utilize, and manage by other means any property as well as interest accruing thereon;

(2) To sell, transfer, mortgage, pledge as security, trade and dispose by other means of properties;

(3) To act as brokers, representatives, agents for enterprises and business of all kinds, except for insurance business, recruiting member for associations and securities trading;

(4) To borrow from, overdraw on accounts with banks, juristic person or other financial institutions; and to lend or give credit by other means, with or without collateral securities, as well as to accept, issue, make a transfer and endorse bills or other negotiable instruments except those in banking business, finance and credit foncier;

(5) To set up branches or appoint agents to operate both in and outside of the country;

(6) To become partner with limited liability in limited partnerships and to hold shares in limited companies and limited public companies;

(7) To undertake works under contracts for construction of buildings, commercial buildings, residential buildings, office buildings, roads, bridges, dams and tunnels and other construction works of every kind as well as civil works of every kind;

(8) To operate hotels, restaurants, bars and nightclubs;

(9) To engage in transport business, transport of goods and passengers by land, water and air in the country and abroad, as well as to engage in the service of clearing of goods from ports in accordance with customs formalities and booking of space for freight of every kind;

(10) To provide consultation on the construction of readymade steel structure;

(11) To engage in the service of collection, compilation, preparation, printing and publication of statistics and data on agriculture, industry, commerce, finance and marketing as well as analysis and evaluation of business operation;

(12) To render service in the legal field, in accounting, engineering, architecture and advertising business;

(13) To provide surety for debts, liability and performance of contracts by other individuals, and to furnish surety for persons who enter or depart the country in accordance with the immigration law, tax and duty law and other laws;

(14) To act as advisor and give advice on administrative problems in the commercial and industrial fields as well as on production, marketing and distribution problems;

(15) To serve as trustee of other person's interests and property, as well as collection of such interest and management of other person's properties;

(16) To engage in the operation of private hospitals, and clinics and treatment of patients and sick persons and to undertake technical training and instruction in the medical and health fields;

(17) To produce and sell movie films and to construct movie theaters, other entertainment establishments, place of vacation, sports stadiums, swimming pools and bowling establishment;

(18) To engage in repair, maintenance, inspection, greasing and lubrication of vehicles of every kind and spraying of rust-proof solutions on such vehicles, as well as to carry out installation, inspection and repair or equipment for protection against danger of every kind;

(19) To engage in laundry service, hair-cutting, hair dressing and beautification;



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INTERLANGUAGE TRANSLATION CENTER
Tel./Fax : 02-254-1677, 02-252-3877, 02-2551998

(Translation)

-Signature-
Mr. Noppharat Yatphatthanakun
11th February 2016
(Official Seal Affixed)

No. SorPor.005198 Issued on 11th February 2016

The objectives of this Partnership/Company contain 40 items as follows:

(20) To engage in photographing service, development of films, printing and enlargement of pictures and document Photostat service;

(21) To operate massage establishments;

(22) To submit bids for undertaking the production of goods in accordance with all the objects for supply to individuals, groups of persons, juristic persons, government agencies and state organizations;

(23) To engage in trading in raw rubber, sheet rubber or other kinds of rubber produced or obtained from any part of para rubber trees to include the synthetic rubber, imitation objects, materials or goods thereof, by scientific process;

(24) To engage in ice producing factory, fishery, fish landing and fish marketing;

(25) To engage in quarrying and stone crushing firm;

(26) To engage in minerals mining, smelting, separating, converting, founding mineral processing, prospecting and analysis and inspecting, grinding and transporting of mineral ores;

(27) To engage in the business of tanning factory, rice mill, ice producing factory, weaving mill, metal or alloy manufacturing factory, concrete factory, forestry, accepting concession, mineral lease, take over the right relating to the business as shown in the Company's objectives;

(28) To engage in the employment design, supplying, manufacturing, casting, installing and distributing steel and concrete of all kinds inside and outside of the country;

(29) To engage in trading in rice, wood and fuel of all kinds, retail and wholesale inside and outside of the country;

(30) To purchase boats and ships from abroad for navigating business or change the boats or ship into steel sheets or other steels for delivery to steel rolling mill or for sale;

(31) To engage in trading in gold, gold-copper alloy, silver, diamonds, gems, and other precious stones as well as imitation articles thereof;

(32) To engage in the business of design, construction, installation and service work on laying down the good and waste water treatment systems for buildings, offices, factories, industrial factories of all kinds as well as to work on the water treatment system of all types;

(33) To engage in design, construct, install and service work on laying down the water pipe, raw water pipe, good water pipe, waste water pipe, gas pipe, drainage pipe, oil pipe, chemical delivery pipe, electric were tube, fire extinguishing pipe, steam pipe both on ground and underground as well as to lay down pipes of all kinds;

(34) To engage in the business relating to electricity, water for consumption of the community and industry including investment and concession in such business;

(35) To engage in the business of contracting labor in general, contracting service for different business such as skilled labors, mechanic of all types;

(36) To engage in the business of providing service on collecting, transporting and disposing garbage and refuse of all kinds by land and water as well as to dig and deepen the pipe and lease out vehicles of all types;

(37) To engage in the business of providing service on the manufacturing, design, installation for solar cell electricity production system, biological electricity production system, natural energy electricity production system of all kinds;

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Aree Suphanthanant
INTERLANGUAGE TRANSLATION CENTER
Tel./Fax : 02-254-1677, 02-252-3877, 02-2551998

สป.005198

This is to certify that the seal and signature of Mr. Trit Kirixatnikom, Professional Level Diplomatic Officer ( ) Ministry of Foreign Affairs of the Kingdom of Thailand on the foregoing page is real and authentic. The Embassy, however, assumes no responsibility for the contents of the certificate.

14/6/16

**(Wha Sandi Kyaw)**
**Counsellor**
**Myanmar Embassy, Bangkok**

**No.** 487/AO/2016
**Date** 14 JUN 2016

(Translation)

-Signature-
Mr. Noppharat Yatphatthanakun
11th February 2016
(Official Seal Affixed)

No. SorPor.005198 Issued on 11th February 2016

The objectives of this Partnership/Company contain 40 items as follows:

(38) To provide employment, supply, manufacture, design, install and provide service for batteries, control equipment, electric charge, inverter, UPS, generator, motor, control system as well as related power systems;

(39) To sell supplies and install machinery and equipment relating to the management garbage and refuse, loading and unloading, garbage disposal, sell the machinery and equipment relating to the automatic car washing system, high pressure water injection system, waste water treatment system, dust and smell elimination system, broadcasting system, close circuit TV system, control power system, high voltage system, power electricity system, lighting system, telecommunication system, electronic and computer system, alarm system, to sell automobiles, trailers, semi-trailers, air-conditioner, purifier, software for electronic and computer systems, weight scale for trucks, quality checking system for water, air, environment and others, construction design and lay down the waster eater treatment system;

(40) To manufacture the readymade concrete product such as reinforced concrete piles, reinforced concrete bridge beams, reinforced concrete floor, steel reinforced concrete piles, reinforced concrete beams and steel reinforced beans, steel reinforced concrete bird wing roof, T-shape (Double beams) steel reinforced concrete wall, steel reinforced concrete.

No. 220068 28 APR 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(MR.TRIT KIRIRATNIKOM)
Diplomatic Service Officer
Professional Level
Ministry of Foreign Affairs of Thailand

1757118

The Ministry of Foreign Affairs assumes no responsibility for erroneous translation./ กระทรวงการต่างประเทศไม่รับผิดชอบต่อการแปลที่ผิดพลาด"

Department of Business Development
Ministry of Commerce

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Ministry of Commerce

(Translation)

Document issued No. 1100659402I129, Document issued dated: May 19, 2016

Correct Copy.

- Signature -
(Miss Wiphawee Srithasoi)
Registrar
Bangkok Metropolis Partnership/Company Registration Office

**Form BorOrJor.2**

## Memorandum of Association

Advance Prefab Co., Ltd.

Registration No. BorKhor. 0114556024021

The Memorandum of Association of the company on December 2, 2013 contains the following items :

1. Name of the Company : " ADVANCE PREFAB CO., LTD. "
2. The office of the company is located in Samut Prakan Province .
3. The number of objectives of the company is 39 items as appearing on Form Wor. attached.
4. The liabilities of the shareholders shall be limited to an amount equivalent to the portion remaining unpaid, needed to make the paid up value of their holding.

" ---------------------------------------- "

(The Directors of the Board may be made to assume an unlimited liability upon declaration of such liability; if there is none, leave the space "..........")

5. The capital of the company is determined at One million baht ( 1,000,000 ), divided into Ten thousand shares ( 10,000 ), at One hundred Baht ( 100 ) each.

6. Name, address, occupation and signature, including number of shares subscribed to of each of the promoters, totalling 3 persons :

(1) Mr. Pasan Swasdiburi, age 48 years, telephone No. : 02-7302100, residing at house No. 412/3, Sukhumvit 71 Road, Phra Khanong Nuea Sub-district, Vadhana District, Bangkok Metropolis, occupation : Employee, subscribed to 9,998 shares.
(Signed): - Signature -

(2) Mr. Nivate Ienghong, age 59 years, telephone No. : 02-3990045, residing at house No. 60/601, Pracha Ruam Jai 31 Alley, Sai Kong Din Tai Sub-district, Khlong Sam Wa District, Bangkok Metropolis, occupation : Employee, subscribed to 1 share. (Signed): - Signature -

(3) Miss Pakatip Lopandhsri, age 57 years, telephone No. : 02-7302100, residing at house No. 80, Sukhumvit 26 Alley, Khlong Tan Sub-district, Khlong Toei District, Bangkok Metropolis, occupation : Employee, subscribed to 1 share. (Signed): - Signature -

(4) ............, age ............ years, telephone No. : ............, residing at house No. ............, occupation : ............, subscribed to ............ share. (Signed): ............

(5) ............, age ............ years, telephone No. : ............, residing at house No. ............, occupation : ............, subscribed to ............ share. (Signed): ............

(6) ............, age ............ years, telephone No. : ............, residing at house No. ............, occupation : ............, subscribed to ............ share. (Signed): ............

(7) ............, age ............ years, telephone No. : ............, residing at house No. ............, occupation : ............, subscribed to ............ share. (Signed): ............

Every founder agreed that this Memorandum of Association expires if there is no registration of company establishment within 10 years from the date of registration of this Memorandum of Association.

(Signed): - Signature - Founders applying for registration
( Mr. Pasan Swasdiburi )



(Signed) - Signature - Registrar
(Mr. Piyaphon Asa)

A document appended to the application No. 10442/8

We, all directors, who sign above agree that the registrar can check the correctness of the personal information as specified in the registration particulars.

Certified True and Correct Translation
Sor/or. 514:05

Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-254-1677,02-252-3877 Fax. 02-255-1991

This is to certify that the seal and signature of Mr. Thanapon Putkaew, Practitioner Level Diplomatic Officer Ministry of Foreign Affairs of the Kingdom of Thailand [illegible] foregoing page is real and authentic. The Embassy, however, [illegible] no responsibility for the contents of the certificate.

14/6/16

(Wha Sandi Kyaw)
Counsellor
Myanmar Embassy, Bangkok

No. 485/AO/2016
Date 14 JUN 2016

No. 254818 31 MAY 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(MR.THANAPON PUTKAEW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

1795405

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(Translation)

(Official Emblem) Department of Business Development
Ministry of Commerce

Document issued No. 11006594021129, Document issued dated: May 19, 2016

Correct Copy.

- Signature -
(Miss Wiphawee Srithasoi)
Registrar
Bangkok Metropolis Partnership/Company Registration Office

**Form: BorOrJor. 2**

## Witnesses' Attestation to Subscription

I, Mr. Soonthorn Aksonvesh, age 45 years, Telephone No. 02-7302100
☑ holding Identity Card No. 3-8199-00151-31-1
☐ holding other cards (specify) ........ No. ........
residing at house No. 37/1724, Village No. 4, Khlong Sam Sub-district,
Khlong Luang District, Pathum Thani Province,

I, Mrs. Pornthip Chanpho, age 62 years, Telephone No. 02-7302100
☑ holding Identity Card No. 3-1014-00640-82-6
☐ holding other cards (specify) ........ No. ........
residing at house No. 53, Village No. 6, Lam Phaya Klang Sub-district,
Muak Lek District, Saraburi Province

Do hereby attest that the signatures were hereunto by all of the promoters before us affixed.

(Signed): -Signature- , Witness
(Mr. Soonthorn Aksonvesh)

(Signed): -Signature- , Witness
(Mrs. Pornthip Chanpho)

Affixed
Stamp
200 Baht

(Signed): -Signature- Founder applying for registration
( Mr. Pasan Swasdiburi )

Page 2 of 2 pages
A document appended to the application No. 10443/8

Advance Prefab Co., Ltd.
(Signed) -Signature- Registrar
(Mr. Piyaphon Asa)

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.Spd4. 514:05

Supa Amornsitthi

Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-254-1677,02-252-3877 Fax. 02-255-1998

กรมพัฒนาธุรกิจการค้า
กระทรวงพาณิชย์
แบบ บอจ. 2

เลขที่ 1100659402112 9 วันที่ออกเอกสาร 19 พฤษภาคม 2559

# หนังสือบริคณห์สนธิ

บริษัท แอ็ดวานซ์ พรีแฟบ จำกัด

ทะเบียนเลขที่ บค 0115560240 21

หนังสือบริคณห์สนธิของบริษัทฉบับนี้ทำขึ้นเมื่อวันที่ 2 ธันวาคม 2556 มีรายการดังต่อไปนี้

ข้อ 1 ชื่อบริษัท "บริษัท แอ็ดวานซ์ พรีแฟบ จำกัด"

เขียนเป็นอักษรโรมัน ดังนี้ ADVANCE PREFAB Co.,Ltd.

ข้อ 2 สำนักงานของบริษัทจะตั้งอยู่ ณ จังหวัด สมุทรปราการ

ข้อ 3 วัตถุที่ประสงค์ทั้งหลายของบริษัท มี 39 ข้อ ดังปรากฏใน แบบ ว. ที่แนบ

ข้อ 4 ผู้ถือหุ้นของบริษัทนี้ต่างรับผิดจำกัดเพียงไม่เกินจำนวนเงินที่ตนยังใช้ไม่ครบมูลค่าหุ้นที่ตนถือ

" "

(ถ้าจะให้กรรมการรับผิดโดยไม่จำกัดก็ได้ โดยให้แถลงความรับผิดเช่นนั้นไว้ด้วย ถ้าไม่มีให้ระบุ "-")

ข้อ 5 ทุนของบริษัท กำหนดไว้เป็นจำนวน หนึ่งล้าน (ตัวอักษร) บาท (1,000,000 (ตัวเลข))

แบ่งออกเป็น หนึ่งหมื่น หุ้น (10,000) มูลค่าหุ้นละ หนึ่งร้อย บาท (100)

ข้อ 6 ชื่อ ที่อยู่ อาชีพ ลายมือชื่อ และจำนวนหุ้นที่ผู้เริ่มก่อการแต่ละคนได้เข้าชื่อซื้อไว้ รวม 3 คน มีดังนี้

(1) นายปสันน สวัสดิ์บุรี อายุ 48 ปี หมายเลขโทรศัพท์ 02-7302100

ที่อยู่ 412/3 ถนนสุขุมวิท 71 แขวงพระโขนงเหนือ เขตวัฒนา กรุงเทพมหานคร

อาชีพ รับจ้าง ได้เข้าชื่อซื้อหุ้นไว้แล้ว 9,998 หุ้น (ลงลายมือชื่อ) [signature]

(2) นายนิเวศน์ เลี้ยงสง อายุ 59 ปี หมายเลขโทรศัพท์ 02-3990045

ที่อยู่ 60/601 ซอยประชาร่วมใจ 31 แขวงทรายกองดินใต้ เขตคลองสามวา กรุงเทพมหานคร

อาชีพ รับจ้าง ได้เข้าชื่อซื้อหุ้นไว้แล้ว 1 หุ้น (ลงลายมือชื่อ) [signature]

(3) นางสาวผกาทิพย์ ไลหันร์ศรี อายุ 57 ปี หมายเลขโทรศัพท์ 02-7302100

ที่อยู่ 80 ซอยสุขุมวิท 26 แขวงคลองตัน เขตคลองเตย กรุงเทพมหานคร

อาชีพ รับจ้าง ได้เข้าชื่อซื้อหุ้นไว้แล้ว 1 หุ้น (ลงลายมือชื่อ) [signature]

(4) ............ อายุ ...... ปี หมายเลขโทรศัพท์ ............

ที่อยู่ ............

อาชีพ ............ ได้เข้าชื่อซื้อหุ้นไว้แล้ว ...... หุ้น (ลงลายมือชื่อ) ............

(5) ............ อายุ ...... ปี หมายเลขโทรศัพท์ ............

ที่อยู่ ............

อาชีพ ............ ได้เข้าชื่อซื้อหุ้นไว้แล้ว ...... หุ้น (ลงลายมือชื่อ) ............

(6) ............ อายุ ...... ปี หมายเลขโทรศัพท์ ............

ที่อยู่ ............

อาชีพ ............ ได้เข้าชื่อซื้อหุ้นไว้แล้ว ...... หุ้น (ลงลายมือชื่อ) ............

(7) ............ อายุ ...... ปี หมายเลขโทรศัพท์ ............

ที่อยู่ ............

อาชีพ ............ ได้เข้าชื่อซื้อหุ้นไว้แล้ว ...... หุ้น (ลงลายมือชื่อ) ............

ผู้เริ่มก่อการทุกคนตกลงให้หนังสือบริคณห์สนธิฉบับนี้สิ้นผล หากไม่ได้จดทะเบียนจัดตั้งบริษัทภายใน 10 ปี นับแต่วันที่จดทะเบียนหนังสือบริคณห์สนธิ

(ลงลายมือชื่อ) [signature] ผู้เริ่มก่อการ / ผู้รับมอบอำนาจ

( นายปสันน สวัสดิ์บุรี )

หน้า 1 ของจำนวน 2 หน้า

(ลงลายมือชื่อ) [signature] นายทะเบียน

เอกสารประกอบคำขอที่ 10442/56

( ............ )

ข้าพเจ้าผู้เริ่มก่อการทุกคนขอรับรองว่าได้ลงลายมือชื่อไว้ข้างต้น ต่อหน้านายทะเบียน และรับรองว่ารายการดังกล่าวถูกต้อง ... 514:05

IFI-ard/Gen-Admin/u_yuanthorn/uss2.pdf

No. 254819 31 MAY 2016

BKK100

SEEN AT THE MINISTRY OF

FOREIGN AFFAIRS

Thanapon Putkaew

(MR.THANAPON PUTKAEW)

Legal Officer

Practitioner Level

Ministry of Foreign Affairs of Thailand

1795406

กรมพัฒนาธุรกิจการค้า
กระทรวงพาณิชย์
แบบ บอจ. 2

เลขที่ 1100659402 1129 วันที่ออกเอกสาร 19 พฤษภาคม 2559

# คำรับรองลายมือชื่อของพยาน

ข้าพเจ้า นายสุนทร อักษรเวช อายุ 45 ปี หมายเลขโทรศัพท์ 02-7302100

☑ ถือบัตรประจำตัวประชาชนเลขที่ 3 8199 00151 31 0

☐ ถือบัตรอื่นๆ (ระบุ) ........ เลขที่ ........

อยู่บ้านเลขที่ 37/1724 หมู่ที่ 4 ถนน - ตำบล/แขวง คลองสาม

อำเภอ/เขต คลองหลวง จังหวัด ปทุมธานี

ข้าพเจ้า นางทรทิพย์ ชาญไพลี อายุ 62 ปี หมายเลขโทรศัพท์ 02-7302100

☑ ถือบัตรประจำตัวประชาชนเลขที่ 3 1014 00640 82 6

☐ ถือบัตรอื่นๆ (ระบุ) ........ เลขที่ ........

อยู่บ้านเลขที่ 53 หมู่ที่ 6 ถนน - ตำบล/แขวง ลำพญากลาง

อำเภอ/เขต มวกเหล็ก จังหวัด สระบุรี

ขอรับรองว่าผู้เริ่มก่อการตั้งบริษัทนี้ทุกคนได้ลงลายมือชื่อต่อหน้าข้าพเจ้า

(ลงลายมือชื่อ) ........ พยาน
( นายสุนทร อักษรเวช )

(ลงลายมือชื่อ) ........ พยาน
( นางทรทิพย์ ชาญไพลี )




(ลงลายมือชื่อ) ........ ผู้เริ่มก่อการ / ~~กรรมการผู้ขอจดทะเบียน~~
( นายปสันน สวัสดิ์บุรี )

---

หน้า 2 ของจำนวน 2 หน้า บริษัท แอ็ดวานซ์ พริ้นท์ จำกัด

ประกอบคำขอที่ 10493/59 (ลงลายมือชื่อ) ........ นายทะเบียน

( ........ )

สจ.514:0

/FI-srv/Gen-Admin/a_soonthorn/บอจ2.pdf

This is to certify that the seal and signature of Mr. Thanapon Putkaew, Practitioner Level Diplomatic Officer ( ) Ministry of Foreign Affairs of the Kingdom of Thailand on the foregoing page is real and authentic. The Embassy, however, assumes no responsibility for the contents of the certificate.

14/6/16

**(Wia Sandi Kyaw)**
Counsellor
**Myanmar Embassy, Bangkok**

483/AO/2016
14 JUN 2016

(Translation)

(Official Emblem) Department of Business Development
Ministry of Commerce

Document issued No. 11006594021129, Document issued dated: May 19, 2016

CORRECT COPY

- Signature -
(Mrs. Wiphawee Srithasoi)
Registrar
Bangkok Metropolis Partnership/Company Registration Office

**Memorandum of Association**

**of**

**ADVANCE PREFAB CO., LTD.**

**(Amendments)**

---

By the special resolution of the shareholders' extraordinary meeting No. 1/2559 held on January 19, 2016, Articles 3 of the Memorandum of Association is amended and added as follow:

3. The number of objectives of the company are 40 items as appearing on Form Wor. attached.

Certified correct statement of the stated resolution.

(Signed) - Signature - Director
(Mr. Pasan Swasdiburi)

(Signed) - Signature - Director
(Mrs. Wattana Samanawong)

No. 254816 31 MAY 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(MR.THANAPON PUTKAEW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

1795403

- 50 ฿ Duty stamped -

The Ministry of Foreign Affairs assumes no responsibility for erroneous translation./ กระทรวงการต่างประเทศไม่รับผิดชอบต่อการแปลผิดพลาด"

Certified True and Correct Translation
Sor.Jor. 514:05

Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-254-1677,02-252-3877 Fax. 02-255-1998

กรมพัฒนาธุรกิจการค้า เลขที่ 11006594021129 วันที่ออกเอกสาร 19 พฤษภาคม 2559
กระทรวงพาณิชย์

หนังสือบริคณห์สนธิ

ของ

บริษัท แอ็ดวานซ์ พรีแฟบ จำกัด

(ฉบับแก้ไขเพิ่มเติม)

---

โดยมติพิเศษของที่ประชุมวิสามัญผู้ถือหุ้น ครั้งที่ 1/2559 เมื่อวันที่ 19 มกราคม 2559 ให้แก้ไขเพิ่มเติมหนังสือบริคณห์สนธิของบริษัท ข้อ 3 เป็นดังนี้

ข้อ 3. วัตถุประสงค์ทั้งหลายของบริษัทมี 40 ข้อ ดังปรากฏในแบบ ว. ที่แนบ

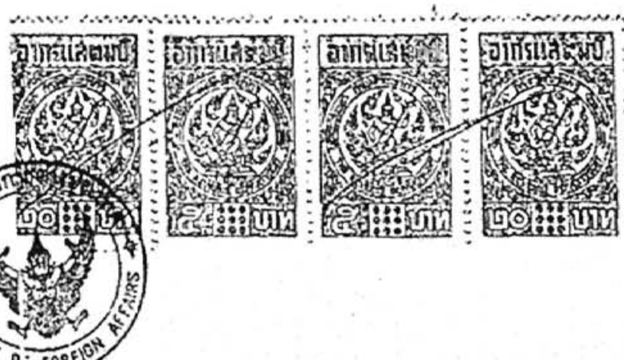
ขอรับรองว่าเป็นข้อความที่ถูกต้องตรงกับมติของที่ประชุมดังกล่าวข้างต้น

(ลงลายมือชื่อ)............................................กรรมการ
(นายปสันน สวัสดิ์บุรี)

(ลงลายมือชื่อ)............................................กรรมการ
(นางวัฒนา สัมนาวงศ์)

No. 254817 31 MAY 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS



(MR.THANAPON PUTKAEW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

1795404

สจ.514:0

(Translation)

(Official Emblem) Department of Business Development
Ministry of Commerce

Document issued No. 1100659401982l, Document issued dated: May 12, 2016

CORRECT COPY

- Signature -
(Mrs. Wiphawee Srithasoi)
Registrar
Office of the Company Limited and Partnership Registration, Bangkok Metropolis

**Memorandum of Association**

**of**

**ADVANCE PREFAB CO., LTD.**

**(Amendments)**

---

By the special resolution of the shareholders' extraordinary meeting No. 1/2557 on November 4, 2014, Articles 5 of the Memorandum of Association are amended and added as follows:

5. The capital of the company is determined at Two hundred million Baht (200,000,000), divided into Two million shares (2,000,000), at One hundred Baht (100) each.

Certified correct statement of the stated resolution.

- Signature - Director
(Mrs. Wattana Samanawong)

- Signature - Director
(Mr. Pasan Swasdiburi)

No. 254820 31 MAY 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(MR. THANAPON PUTKABW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

- 50 ฿ Duty stamped -

1795407

Certified True and Correct Translation

Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-254-1677,02-252-3877 Fax. 02-255-199

This is to certify that the seal and signature of Mr. Thanaporn Putkaew, Practitioner Level Diplomatic Officer ( ) Ministry of Foreign Affairs of the Kingdom of Thailand on the foregoing page is real and authentic. The Embassy, however, assumes no responsibility for the contents of the certificate.

14/6/16

(Wla Sandi Kyaw)
Counsellor
Myanmar Embassy, Bangkok

No. 484/AO/2016
Date 14 JUN 2016

กรมพัฒนาธุรกิจการค้า
กระทรวงพาณิชย์

เลขที่ 11006594019821 วันที่ออกเอกสาร 12 พฤษภาคม 2559

หนังสือบริคณห์สนธิ

ของ

บริษัท แอ็ดวานซ์ พรีแฟบ จำกัด

(ฉบับแก้ไขเพิ่มเติม)

---

โดยมติพิเศษของที่ประชุมวิสามัญผู้ถือหุ้น ครั้งที่ 1/2557 เมื่อวันที่ 4 พฤศจิกายน 2557 ให้แก้ไขเพิ่มเติมหนังสือบริคณห์สนธิของบริษัท ข้อ 5. เป็นดังนี้

ข้อ 5. ทุนของบริษัทกำหนดไว้จำนวน สองร้อยล้านบาท (200,000,000) แบ่งออกเป็น สอง ล้านหุ้น (2,000,000) มูลค่าหุ้นละ หนึ่งร้อยบาท (100)

ขอรับรองว่าเป็นข้อความที่ถูกต้องตรงกับมติของที่ประชุมดังกล่าวข้างต้น

................................ กรรมการ
(นางวัฒนา สัมนาวงศ์)

................................ กรรมการ
(นายปสันน สวัสดิ์บุรี)

No. 254821 31 MAY 2016
BKK100

SEEN AT THE MINISTRY OF
FOREIGN AFFAIRS

(MR.THANAPON PUTKAEW)
Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

1795408

อากรแสตมป์ ๒๐ บาท
อากรแสตมป์ ๕ บาท
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อากรแสตมป์ ๕ บาท

89.514:32

(Translation)

Department of Business Development
Ministry of Commerce

No.:1100659401982l, date of issue: May 12, 2016

This is to certify that this copy of the document is correct to the document that this business has submitted.

- Signature -
(Miss Wiphawee Srithasol)
Registrar
Office of the Company Limited and Partnership Registration, Bangkok Metropolis
(Official Seal Affixed)

-Signature-
(Miss Unnada Khlangnut)

## COPY OF LIST OF SHAREHOLDER'S NAME

Form : BorOrJor. 5

| Limited company's Name | ADVANCE PREFAB CO., LTD. | Registration No. 0115556024838 |
|---|---|---|

☑ On meeting ☐ Statutory Meeting ☑ Shareholder's Ordinary ☐ Shareholder's Extraordinary No. 1/2558 on April 30, 2015
☐ Extract from list of Shareholder's registration on.................................

Registered Capital : 200,000,000 baht divided into 1,000,000 shares valued at 100 baht
Shareholders of nationality Thai: 3 persons Total: 2,000,000 shares Other: - person Total: - share

| No. | Shareholder's name | | | No. of shares held | Paid up amount (1) / as if paid up (2) | Share Certificate No. | | Date of registration of shareholders | |
|---|---|---|---|---|---|---|---|---|---|
| | Nationality | Occupation | Address | | | Certificate No. | Date | Entry | Exit |
| 1. | Nawarat Patanakarn Public Company Limited | | | | par value (1) | 1-9998 | 11/12/2013 | 16/12/2013 | |
| | Thai | | No. 2/3, | 999,998 | 100 | | | | |
| | Village No. 14, Bang Na-Trat Road, Km. 6.5, Bang Kaeo Sub-district, Bang Phli District, Samut Prakan Province | | | | (2) | 10001-1000000 | 3/1/2014 | 3/1/2014 | |
| | | | | 999,998 | par value (1) 50 (2) | 1000001-1999998 | 4/11/2014 | 4/11/2014 | |
| 2. | Mr. Nivate Ienghong | | | | par value (1) 100 | 9999 | 11/12/2013 | 11/12/2013 | |
| | Thai | Employee | No. 60/601, | 1 | | | | | |
| | Pracha Ruam Jai 31 Alley, Sai Kong Din Tai Sub-district, Khlong Sam Wa District, Bangkok Metropolis | | | | (2) | | | | |
| | | | | 1 | par value (1) 50 (2) | 1999999 | 4/11/2014 | 4/11/2014 | |
| 3. | Miss Pakatip Lopandhsri | | | | par value (1) 100 | 10000 | 11/12/2013 | 11/12/2013 | |
| | Thai | Employee | No. 80, | 1 | | | | | |
| | Sukhumvit 26 Alley, Khlong Tan Sub-district, Khlong Toei District, Bangkok Metropolis | | | | (2) | | | | |
| | | | | 1 | par value (1) 50 (2) | 2000000 | 4/11/2014 | 4/11/2014 | |
| | | | | | par value (1) (2) | | | | |

Page 1 of 1 page

I do hereby certify that the listings are true to the entries in shareholder registration book.

Signed: - Signature - (Mrs. Wattana Samanawong) Director

Signed: - Signature - (Mr. Pasan Swasdiburi) Director

(Company Seal Affixed)

Note: In the space "Paid up amount (1)"; specify the paid up amount of each share value, only for the shares paid in cash.
In the space "As if paid up (2)"; specify that share value deemed as paid for each share, for only the shares which are paid by properties or labor.
In the space "Nationality (3)"; in case of juristic person please state the country where the co... Certified True and Correct Translation

Supa Amornsitthi
INTERLANGUAGE TRANSLATION CENTER
Tel. 02-254-1677,02-252-3877 Fax. 02-255-199

No. 254814 31 MAY 2016

BKK100

SEEN AT THE MINISTRY OF

FOREIGN AFFAIRS

(MR.THANAPON PUTKAEW)

Legal Officer

Practitioner Level

Ministry of Foreign Affairs of Thailand

1795401

This is to certify that the seal and signature of Mr. Thanapon Putkaew Practitioner Level Diplomatic Officer ( ) Ministry of Foreign Affairs of the Kingdom of Thailand on the foregoing page is real and authentic. The Embassy, however, assumes no responsibility for the contents of the certificate

14/6/16

(Wla Sandi Kyaw)

Counsellor

Myanmar Embassy, Bangkok

486/AO/2016

14 JUN 2016

กรมพัฒนาธุรกิจการค้า
กระทรวงพาณิชย์

เลขที่ 11006394019821 วันที่ออกเอกสาร 12 พฤษภาคม 255[illegible] นางสาวอุนนีคำ กลิ่นนุช

แบบ บอจ.5

# สำเนาบัญชีรายชื่อผู้ถือหุ้น

| ชื่อบริษัทจำกัด | บริษัท แอ็ดวานซ์ ทรีแฟบ จำกัด | ทะเบียนเลขที่ 0115556024838 |
|---|---|---|

☑ ณ วันประชุม ○ จัดตั้งบริษัท ⊘ สามัญผู้ถือหุ้น ○ วิสามัญผู้ถือหุ้น ครั้งที่ 1/2558 เมื่อวันที่ 30 เมษายน 2558

☐ ตัดจากสมุดทะเบียนผู้ถือหุ้น เมื่อวันที่..........

ทุนจดทะเบียน 200,000,000 บาท แบ่งออกเป็น 1,000,000 หุ้น มูลค่าหุ้นละ 100 บาท

ผู้ถือหุ้น ไทย 3 คน จำนวน 2,000,000 หุ้น อื่น ๆ - จำนวน - หุ้น

| ลำดับที่ | ชื่อผู้ถือหุ้น | | | จำนวนหุ้นที่ถือ | เงินที่ชำระแล้ว (1) / ถือว่าชำระแล้ว (2) | เลขหมายใบหุ้น | | วันลงทะเบียนผู้ถือหุ้น | |
|---|---|---|---|---|---|---|---|---|---|
| | สัญชาติ (3) | อาชีพ | ที่อยู่ | | | เลขหมายของหุ้น | ลงวันที่ | เป็น | ขาด |
| 1 | บริษัท เนาวรัตน์พัฒนาการ จำกัด(มหาชน) | | | 999,998 | หุ้นละ (1) 100 | 1-9998 | 11/12/56 | 16/12/56 | |
| | ไทย | | 2/3 หมู่14 | | | | | | |
| | อ.บางนา-ตราด กม.6.5 ต.บางแก้ว | | | | (2) | 10001 - 1000000 | 3/1/57 | 3/1/57 | |
| | อ.บางพลี จ.สมุทรปราการ | | | | | | | | |
| | | | | 999,998 | หุ้นละ (1) 50 | 1000001-1999998 | 4/11/57 | 4/11/57 | |
| | | | | | (2) | | | | |
| 2 | นายนิเวศน์ เอี้ยงฮง | | | 1 | หุ้นละ (1) 100 | 9999 | 11/12/56 | 11/12/56 | |
| | ไทย | รับจ้าง | 60/601 | | | | | | |
| | ซอยประชาร่วมใจ31 แขวงทรายกองดินใต้ | | | | (2) | | | | |
| | เขตคลองสามวา กรุงเทพมหานคร | | | | | | | | |
| | | | | 1 | หุ้นละ (1) 50 | 1999999 | 4/11/57 | 4/11/57 | |
| | | | | | (2) | | | | |
| 3 | นางสาวผกาทิพย์ โลหันธ์ศรี | | | 1 | หุ้นละ (1) 100 | 10000 | 11/12/56 | 11/12/56 | |
| | ไทย | รับจ้าง | 80 | | | | | | |
| | ซ.สุขุมวิท 26 แขวงคลองตัน เขตคลองเตย | | | | (2) | | | | |
| | กรุงเทพมหานคร | | | | | | | | |
| | | | | 1 | หุ้นละ (1) 50 | 2000000 | 4/11/57 | 4/11/57 | |
| | | | | | (2) | | | | |
| | | | | | หุ้นละ (1) | | | | |
| | | | | | (2) | | | | |

หน้า.......... ของจำนวน.......... หน้า

ขอรับรองว่าเป็นรายการที่ถูกต้องตรงกับสมุดทะเบียนผู้ถือหุ้น

ลงลายมือชื่อ.............................กรรมการ (นางวัฒนา สัมมาวงศ์)

(ลายมือชื่อ)..............................กรรมการ (นายปสันน สวัสดิ์มนี)

หมายเหตุ ช่อง "เงินที่ชำระแล้ว (1)" ให้ระบุจำนวนเงินค่าหุ้นที่ชำระแล้วแต่ละหุ้น [illegible]
ช่อง "ถือว่าชำระแล้ว (2)" ให้ระบุค่าหุ้นที่ถือว่าชำระแล้วแต่ละหุ้น [illegible] หรือ แรงงาน
ช่อง "สัญชาติ (3)" หากเป็นนิติบุคคล ให้ระบุประเทศที่จดทะเบียนจัดตั้ง

ลจ.514:32

No. 254815 31 MAY 2016

BKK100

SEEN AT THE MINISTRY OF

FOREIGN AFFAIRS

Thanapon Putkaew

(MR.THANAPON PUTKAEW)

Legal Officer
Practitioner Level
Ministry of Foreign Affairs of Thailand

1795402

PREFAB

## Extract of the Minutes of the Board of Directors.

| | |
|---|---|
| Date: - | April 5th, 2016 |
| Time: - | 10:00 a.m. |
| Place: - | 18th Floor, Bangna Towers A Building, 2/3 Moo 14, Bangna-Trad Road, Km 6.5, Bangkaew, Bangplee, Samutprakarn 10540, Thailand |

The meeting was attended by

1. Mr. Polpat Karnsuta , Director
2. Mrs. Wattana Samanawong, Director
3. Mr. Mongkol Peerasantikul, Director
4. Mr. Wittaya Muenthong, Director

Mr. Polpat Karnasuta in the Chair.
The meeting was called to order at 10:00 a.m. As Four directors attended the quorum was met and the Chairman declared the meeting opened.

The following unanimous resolutions were passed:

1. The Company shall form a Joint Venture Company with **Mr. Nay Htun Min** under the name of **Nawarat Advance Prefab Myanmar** or any other name the Company Registration Office allows in the Republic of the Union of Myanmar.
2. The Company allows the name **Nawarat** to be used in any way for the Joint Venture Company to be formed.
3. The business of the company shall be services and any other business that is allowed by law.
4. The following persons shall represent the Company as the first directors in the (JV) Co. Ltd.

   *(i)* MR. NIVATE IENGHONG, Passport No. AA1380798

   Present Address: 60/601, Pracharuamjai 3 Alley, Saikongdin Tai, Klongsamwa, Bangkok, Thailand.

   *(ii)* MR. PINYO RUENROM, Passport No. AA1330706

   Present Address: 329, Lasal 22 Alley, Bangna, Bangna, Bangkok , Thailand.

   *(iii)* MR. RICHARD JYH SHENQ KOH, Passport No. E5531521A

   Present Address: 32, Hlaing Myint Moh Street 4, Ward 10, Hlaing Township, Yangon, Myanmar

As there was no other business the meeting was called to a close at 11:00 a.m.

( Mr. Polpat Karnasuta )

Chairman

3

Passport No.

AA1 380798

ENDORSEMENTS

**Thailand**

PASSPORT



| | | |
|---|---|---|
| Type / ประเภท | Country Code / ประเทศ | Passport No. / หนังสือเดินทางเลขที่ |
| P | THA | AA1380798 |
| Surname / นามสกุล | | |
| IENGHONG | | |
| Title / Name / คำนำหน้าชื่อ / ชื่อ | | |
| MR. NIVATE | | |
| Name in Thai / ชื่อภาษาไทย | | |
| นาย นิเวศน์ เอียงฮง | | |
| Nationality / สัญชาติ | Date of birth / วันเกิด | Identification No. / เลขประจำตัวประชาชน |
| THAI | 26 DEC 1954 | 3110100525354 |
| Sex / เพศ | Height / ส่วนสูง | Place of birth / สถานที่เกิด |
| M | 1.66 | SAMUT PRAKAN |
| Date of issue / วันที่ออก | | Issuing Authority / ออกให้โดย |
| 05 APR 2013 | | MINISTRY OF FOREIGN AFFAIRS |
| Date of expiry / วันที่หมดอายุ | | Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง |
| 04 APR 2018 | | |

2

P<THAIENGHONG<<NIVATE<<<<<<<<<<<<<<<<<<<<<<<<

AA13807980THA5412264M1804043311010052535<28

Thailand

PASSPORT
หนังสือเดินทาง



Type / รหัส
P

Country Code / ประเทศ
THA

Passport No. / หนังสือเดินทางเลขที่
AA1330706

Surname / นามสกุล
RUENROM

Title / Name / คำนำหน้าชื่อ / ชื่อ
MR. PINYO

Name in Thai / ชื่อภาษาไทย
นาย ภิญโญ รื่นรมย์

| Nationality / สัญชาติ | Date of birth / วันเกิด | Identification No. / เลขประจำตัวประชาชน |
|---|---|---|
| THAI | 04 MAR 1971 | 3210300807646 |
| Sex / เพศ | Height / ส่วนสูง | Place of birth / สถานที่เกิด |
| M | 1.75 | RAYONG |

Date of issue / วันที่ออก
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MINISTRY OF FOREIGN AFFAIRS

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15 FEB 2018

Holder's Signature / ลายมือชื่อผู้ถือหนังสือเดินทาง

2

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P<THARUENROM<<PINYO<<<<<<<<<<<<<<<<<<<<<<<<
AA13307066THA7103047M1802153321030080764<40
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THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

# PASSPORT REPUBLIC OF SINGAPORE



Type: PA
Country Code: SGP
Passport No: E5531521A

Name: KOH JYH SHENQ RICHARD

Sex: M
Nationality: SINGAPORE CITIZEN

Date of birth: 08 MAY 1958
Place of birth: SINGAPORE

Date of issue: 27 APR 2015
Date of expiry: 27 JAN 2021

Modifications: SEE PAGE 2
Authority: MINISTRY OF HOME AFFAIRS

National ID No: S1312531G

PASGPKOH<<JYH<SHENQ<RICHARD<<<<<<<<<<<<<<<<<<

E5531521A4SGP5805082M2101277S1312531G<<<<<04

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

# နဝရတ် အက်ဒ်ဗန့်စ် ပရီဖက် မြန်မာ ကုမ္ပဏီ လီမိတက်

၏

# သင်းဖွဲ့မှတ်တမ်း

နှင့်

# သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖

**THE MYANMAR COMPANIES ACT**

**PRIVATE COMPANY LIMITED BY SHARES**

# Memorandum Of Association

*AND*

# Articles Of Association

*OF*

**NAWARAT ADVANCE PREFAB MYANMARCOMPANY LIMITED**

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

# နဂရတ် အက်ဒ်ပန့်စ် ပရီဖက် မြန်မာ ကုမ္ပဏီ လီမိတက်

၏

## သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် **နဂရတ် အက်ဒ်ပန့်စ် ပရီဖက် မြန်မာ** ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် **USD 2,000,000** /-( ကျပ် **US Dollar Two Million** တိတိ ) ဖြစ်၍ငွေကျပ် **USD 1** /-( ကျပ် **USD One** တိတိ ) တန် အစုရှယ်ယာပေါင်း ( 2,000,000 ) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

"ကြိုတင်ပုံစံလုပ်ကွန်ကရိထုတ်လုပ်၊ ရောင်းချခြင်း"

၇။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့်အလုပ်အကိုင် | နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ် | ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| 1. | Advance Prefab Co., Ltd. Incorporated in Thailand Represented by | | 70 %<br>10,500 | |
| (a) | Mr. Nivate Ienghong<br>60/601, Pracharuamjai 3 Alley,Saikongdin Tai, Klongsamwa, Bangkok, Thailand<br>Merchant | Thai<br>AA1380798 | | |
| (b) | Mr. Pinyo Ruenrom<br>329, Lasal 22 Alley, Bangna, Bangna, Bangkok, Thailand<br>Merchant | Thai<br>AA1330706 | | |
| (c) | Mr. Richard Jyh Sheng Koh<br>32, Hlaing Myint Moh Street 4, Ward 10,HlaingTownship, Yangon, Myanmar<br>Merchant | Singapore<br>E5531521A | | |
| 2. | Two Triangle Co., Ltd. Incorporated in Myanmar Represented by | | 30 %<br>4,500 | |
| (a) | U Nay Htun Min<br>No. 25/19, U Wisara Housing, Dagon Township, Yangon, Myanmar<br>Merchant | Myanmar,<br>12/Ka Ta Ta<br>(N) 012888 | | |
| (b) | U Soe Aung<br>No. 28, Pathein Street, Kyuntaw Ward, Sanchaung Township, Yangon, Myanmar<br>Merchant | Myanmar,<br>12/Ka Ma Ta<br>(N) 044280 | | |

ရန်ကုန်။ နေ့စွဲ၊ ခုနှစ်၊ လ၊ ရက်။

ဦးမျိုးခင်း (ထုံးတို) LL.B, D.B.L

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် တရားလွှတ်တော်ရှေ့နေ (ဖ[illegible]/၁၂)

လက်မှတ်ရေးထိုးကြပါသည်။

ဆ-၁၅၂၉၊ ဗညာင်တပင်လမ်း၊ ဖော့ကန်ရပ်ကွက်၊ [illegible] ရန်ကုန်။
Ph-09 448[illegible]

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

# နဂရတ် အက်ဒ်ဗန့်စ် ပရိုဇက် မြန်မာ ကုမ္ပဏီ လီမိတက်

၏

# သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

## အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်၊

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့် ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

## မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် USD 2,000,000 /-( ကျပ် US Dollar Two Million တိတိ )ဖြစ်၍ ငွေကျပ် USD 1 /-( ကျပ် US Dollar One တိတိ )တန် အစုရှယ်ယာပေါင်း (2,000,000 ) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိဟုရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်ခုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက် နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

## ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် ( ၂ ) ဦးထက်မနည်း ( ၁၀ ) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် –

(၁) **Mr. Nivate Ienghong**

(၂) **Mr. Pinyo Ruenrom**

(၃) **Mr. Richard Jyh Sheng Koh**

(၄) **U Nay Htun Min**

(၅) **U Soe Aung**

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညွှန်ကြားချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

## ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

## ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းကိုင်၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စီစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း၊ သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းတံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ် တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥပဇ္ဈာယ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

### နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

### တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

### လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

### ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဖေယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည် ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

| စဉ် | အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင် | နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ် | ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ | ထိုးမြဲလက်မှတ် |
|---|---|---|---|---|
| 1. | **Advance Prefab Co., Ltd. Incorporated in Thailand**<br>**Represented by** | | **70 %**<br>**10,500** | |
| (a) | **Mr. Nivate Ienghong**<br>**60/601, Pracharuamjai 3 Alley,Saikongdin Tai, Klongsamwa, Bangkok, Thailand**<br>**Merchant** | **Thai**<br>**AA1380798** | | |
| (b) | **Mr. Pinyo Ruenrom**<br>**329, Lasal 22 Alley, Bangna, Bangna, Bangkok, Thailand**<br>**Merchant** | **Thai**<br>**AA1330706** | | |
| (c) | **Mr. Richard Jyh Sheng Koh**<br>**32, Hlaing Myint Moh Street 4, Ward 10,HlaingTownship, Yangon, Myanmar**<br>**Merchant** | **Singapore**<br>**E5531521A** | | |
| 2. | **Two Triangle Co., Ltd. Incorporated in Myanmar**<br>**Represented by** | | **30 %**<br>**4,500** | |
| (a) | **U Nay Htun Min**<br>**No. 25/19, U Wisara Housing, Dagon Township, Yangon, Myanmar**<br>**Merchant** | **Myanmar, 12/Ka Ta Ta (N) 012888** | | |
| (b) | **U Soe Aung**<br>**No. 28, Pathein Street, Kyuntaw Ward, Sanchaung Township, Yangon, Myanmar**<br>**Merchant** | **Myanmar, 12/Ka Ma Ta (N) 044280** | | |

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဩဂုတ်

ရက်။

ဦးမျိုးခင်း (ထုံးဘို) LL.B, D.B.L
တရားလွှတ်တော်ရှေ့နေ (ဗဟို-၅/၁၂)
၁၀-၁၅၂၉၊ ညောင်တဝင်လမ်း၊
ဖော့ကန်ရပ်ကွက်၊ အင်းစိန်မြို့နယ်၊ ရန်ကုန်။
Ph-09 448007615

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Memorandum Of Association

OF

## NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **NAWARAT ADVANCE PREFAB MYANMAR** COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is **USD 2,000,000** /- ( Kyats **US Dollar Two Million** Only ) divided into ( **2,000,000** ) shares of Ks. **USD 1** /- ( Kyats **US Dollar One** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

6. **The Objective For Which The company is established are**

**"Production and Sale of Prefab Concrete"**

7. To borrow money for the benefit of the Company's business from any person, firm,company, bank or financial organization in the manner that the Company shall think fit.

**PROVISO:** Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No: | Name, Address and Occupation of Subscribers | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
| **1.** | **Advance Prefab Co., Ltd.**<br>**Incorporated in Thailand**<br>**Represented by** | | **70 %**<br>**10,500** | |
| **(a)** | **Mr. Nivate Ienghong**<br>**60/601, Pracharuamjai 3 Alley,Saikongdin Tai, Klongsamwa, Bangkok, Thailand**<br>**Merchant** | **Thai**<br>**AA1380798** | | |
| **(b)** | **Mr. Pinyo Ruenrom**<br>**329, Lasal 22 Alley, Bangna, Bangna, Bangkok, Thailand**<br>**Merchant** | **Thai**<br>**AA1330706** | | |
| **(c)** | **Mr. Koh Jyh Sheng Richard**<br>**32, Hlaing Myint Moh Street 4, Ward 10,HlaingTownship, Yangon, Myanmar**<br>**Merchant** | **Singapore**<br>**E5531521A** | | |
| **2.** | **Two Triangle Co., Ltd. Incorporated in Myanmar**<br>**Represented by** | | **30 %**<br>**4,500** | |
| **(a)** | **U Nay Htun Min**<br>**No. 25/19, U Wisara Housing, Dagon Township, Yangon, Myanmar**<br>**Merchant** | **Myanmar,**<br>**12/Ka Ta Ta (N) 012888** | | |
| **(b)** | **U Soe Aung**<br>**No. 28, Pathein Street, Kyuntaw Ward, Sanchaung Township, Yangon, Myanmar**<br>**Merchant** | **Myanmar,**<br>**12/Ka Ma Ta (N) 044280** | | |

Yangon Dated the day of **August 2016**

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

ဦး[illegible]ဝင်း (တုံးဘို) L.L.B, D.B.L
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ဆ-၁၅၂၉၊ [illegible]၊
[illegible]ရပ်ကွက်၊ [illegible]မြို့နယ်၊ ရန်ကုန်။
Ph-09 448007615

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

# Articles Of Association

OF

# NAWARAT ADVANCE PREFAB MYANMAR COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

## PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -
   *(a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.*
   *(b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

## CAPITAL AND SHARES

3. The authorised capital of the Company is **USD 2,000,000** /- ( Kyats **US Dollar Two Million** Only ) divided into ( **2,000,000** ) shares of Ks. **USD 1** /- ( Kyats **US Dollar One** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

## DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than ( 2 ) and more than ( 10 ).

The First Directors shall be: -

(1) **Mr. Nivate Ienghong**
(2) **Mr. Pinyo Ruenrom**
(3) **Mr. Richard Jyh Sheng Koh**
(4) **U Nay Htun Min**
(5) **U Soe Aung**

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section ( 85 ) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

## PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

## POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

## GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time ( not being more than fifteen months after the holding of the last preceding general meeting ) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

## DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

## OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

## ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-
*(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
*(2) all sales and purchases of goods by the Company;*
*(3) all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

## AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

## NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

## THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

## INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

## WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

| Sr. No: | Name, Address and Occupation of Subscribers | Nationality & N.R.C No. | Number of shares taken | Signatures |
|---|---|---|---|---|
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| **(a)** | **Mr. Nivate Ienghong**<br>**60/601, Pracharuamjai 3 Alley,Saikongdin Tai, Klongsamwa, Bangkok, Thailand**<br>**Merchant** | **Thai**<br>**AA1380798** | | |
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| **(b)** | **U Soe Aung**<br>**No. 28, Pathein Street, Kyuntaw Ward, Sanchaung Township, Yangon, Myanmar**<br>**Merchant** | **Myanmar,**<br>**12/Ka Ma Ta**<br>**(N) 044280** | | |

Yangon Dated the day of **August 2016**

*It is hereby certified that the persons mentioned above put their signatures in my presence.*

ဦးမျိုးခင်း (ထုံးသို) LL.B, D.B.L
တရားလွှတ်တော်ရှေ့နေ (ပေ-၅/၁၂)
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